



**McKESSON & HEALTHCARE PROVIDERS**  
— FEDERAL CREDIT UNION —

## **Membership Packet**

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## McKESSON & HEALTHCARE PROVIDERS

FEDERAL CREDIT UNION

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# MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two or more persons.

**a. Rights of Survivorship.** Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**5. ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as

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required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**8. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

## 9. ACCOUNT ACCESS

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

**b. Access Options.** You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

**c. Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. FUND TRANSFERS** - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## **14. OVERDRAFTS**

**a. Payment of Overdrafts.** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must

affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

#### **16. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**17. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, 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, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**19. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law.** If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**21. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**22. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

### **23. NOTICES**

**a. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

### **25. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit 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 charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**26. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**28. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**30. DEATH OF ACCOUNT OWNER** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**32. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**33. ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**34. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of California. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**35. NEGATIVE INFORMATION NOTICE** - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**36. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.



# **McKESSON & HEALTHCARE PROVIDERS**

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## **FEDERAL CREDIT UNION**

Truth-in-Savings  
Electronic Funds Transfers  
Debit Card Services  
Online Banking & Bill Pay  
Courtesy Pay  
Remote Deposit Capture  
Funds Availability  
Unclaimed Property Law  
Account Agreement

1785 Arnold Drive  
Martinez, CA 94553-4110  
(925) 524-5000  
Fax: (925) 524-0256  
[www.mahpfcu.org](http://www.mahpfcu.org)  
Email: [help@mahpfcu.org](mailto:help@mahpfcu.org)



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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate account card and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share accounts, share draft accounts and term certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



## INFORMATION REGARDING MEMBER IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for our Members:** 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 objects.

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### PAR VALUE

The par value of a share in the McKesson & Healthcare Providers FCU is \$25.

### ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before the close of business.

If you close your share, money market, or share draft/checking account before dividends are credited, you will not receive accrued dividends.

### DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our share, money market, or share draft/checking accounts are stated on the Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### BALANCE INFORMATION

We compute the balance in our share, money market, share draft/checking and share certificate accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### BYLAW REQUIREMENTS

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of 1 (one) share within 2 months of their admission to membership, or within 2 months from the increase in the par value in shares, or a member who reduces their share balance below the par value of 1 (one) share and does not increase the balance to at least the par value of 1 (one) share within 2 months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit manager or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of their primary or contingent liability to the Credit Union if they are delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the credit manager or loan officer.

## **REQUIREMENT TO MAINTAIN A MEMBER SHARE ACCOUNT**

You must open a Member Share Account to open any subsequent accounts. You must maintain the Member Share Account to avoid closure of that account and any subsequent accounts.

## **ABOUT OUR SHARE ACCOUNTS**

McKesson & Healthcare Providers FCU's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are Regular Share Savings, Youth Share Savings, Premier Share Savings, Club Share Savings Accounts, Select Share Money Market Account, and KickStart Share Money Market Account.

### **RATE INFORMATION**

Our share accounts are designated variable rate accounts on the Rate Schedule. These rates and yields may change upon Credit Union's discretion.

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **► *About Our Regular Share Savings Accounts***

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

The minimum deposit required for you to open your Regular Share Savings Account is \$25. You must maintain a minimum balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$25 in your Regular Share Savings Account to avoid closure and a service fee as stated on the Fee Schedule.

#### **ADDITIONAL REQUIREMENTS**

After no activity for 12 months, there will be a service fee as stated on the Credit Union's Fee Schedule.

### **► *About Our Youth Share Savings Accounts***

Our Youth Share Savings Accounts are offered to members between the ages of 0-18 years old.

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

The minimum deposit required for you to open your Youth Share Savings Account is \$5. You must maintain a minimum average daily balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$5 in your Youth Share Savings Account to avoid closure and a service fee as stated on the Fee Schedule.

#### **ADDITIONAL REQUIREMENTS**

After no activity for 12 months, there will be a service fee as stated on the Credit Union's Fee Schedule.

### **► *About Our Premier Share (Money Market) Account***

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

The minimum deposit required for you to open your Premier Share (Money Market) Account is \$2,500. You must maintain the minimum average daily balance of \$2,500 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$2,500 in your Premier Share (Money Market) to avoid a dividend rate decrease.

### **► *About Our Club Share Savings Accounts***

Funds will be disbursed on October 31 and no withdrawals may be made prior to October 31. Any additional disbursements will be subject to a fee as stated on the Fee Schedule.

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

The minimum deposit required for you to open your Club Share Savings Account is \$5. You must maintain a minimum balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$5 in your Club Share Savings Account to avoid closure and a service fee as stated on the Fee Schedule.

### **► *About Our Select Share Money Market Account***

The Select Share Money Market Account is a tiered rate account. The dividend rate and APY specified for a tier will apply only to the portion of the account balance within that designated tier. The dividend rates and range of APY(s) may vary depending on account balance and are listed for each tier on our Rates Schedule. Requires a minimum \$500.00 monthly Direct Deposit to any McKesson and Healthcare Providers FCU account under the same membership, to begin no later than 60 days from the date the account is opened and to continue for the life of the account. If the direct deposit does not begin or stops, the account rate will drop to the rate as stated on the Rate Schedule. Eligibility is based on the prior month's transactions i.e. to earn dividends for the month of December, the account must meet the requirements in November.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required to open this a Select Share Money Market Account is \$1.00. You must maintain a minimum balance of \$1.00 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$1.00 in your Select Share Money Market Account to avoid closure and a service fee as stated on the Fee Schedule.

### ▶ ***About Our KickStart Share Money Market Account***

The KickStart Share Money Market Account is a tiered rate account.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required to open this a KickStart Share Money Market Account is \$1.00. You must maintain a minimum balance of \$1.00 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$1.00 in your KickStart Share Money Market Account to avoid closure and a service fee as stated on the Fee Schedule.

## **ABOUT OUR SHARE DRAFT (CHECKING) ACCOUNTS**

McKesson & Healthcare Providers FCU offers the following share draft accounts which let you withdraw your money and write checks against your account at any time. Our share draft checking accounts are Regular Share Draft Checking Account, Dividend Share Draft Checking Account, Youth Share Draft Checking Account, Fresh Start Share Draft Checking, Business Share Draft Checking, and DBA (Doing Business As) Share Draft Checking Account. These accounts will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule. Accounts with no activity for 90 days may be subject to account closure.

### ▶ ***About Our Regular Share Draft (Checking) Account***

Our Regular Share Draft Account is a non-dividend earning account.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Regular Share Draft Account is \$100. There is no minimum balance required to be maintained, however, a positive balance is required on this account in order to avoid closure. This account will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

### ▶ ***About Our Dividend Share Draft (Checking) Account***

#### **RATE INFORMATION**

Our Dividend Share Draft Checking Account is designated as a variable rate account on the Rate Schedule. The rate and yield may change upon Credit Union's discretion.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Dividend Share Draft Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Dividend Share Draft Account is \$2,500. You must maintain the minimum average daily balance of \$2,500 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$2,500 in your Dividend Share Draft Account to avoid a dividend rate decrease. This account will be subject to Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

### ▶ ***About Our Youth Share Draft (Checking) Account***

Our Youth Share Draft Checking Account is offered to members ages 13 years and older. An adult must be a joint signer for any person under the age of 18 years old. The Youth Share Draft Checking Account is a non-dividend earning account.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit to open the Youth Share Draft Checking Account is \$25. There is no minimum balance required to be maintained, however, a positive balance is required on this account in order to avoid closure and a service fee as stated on the Fee Schedule. This account will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

### ▶ ***About Our Fresh Start Share Draft (Checking) Account***

Our Fresh Start Share Draft Checking Account requires a pledge of \$100.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit to open the Fresh Start Share Draft Checking Account is \$100. This account will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

► **About Our Business Share Draft (Checking) Account**

This account is subject to a monthly service fee as stated in the fee schedule.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit to open the Business Share Draft Checking Account is \$500. You must maintain a minimum balance of \$500 to avoid closure and a service fee as stated on the Fee Schedule. This account will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

► **About Our DBA Share Draft (Checking) Account**

This account is subject to a monthly service fee as stated in the fee schedule.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit to open the DBA Share Draft Checking Account is \$100. Accounts with no activity for 90 days may be subject to account closure. This account will be subject to the Non-Sufficient Funds (NSF) fee stated on the Fee Schedule.

## ABOUT OUR SHARE CERTIFICATE ACCOUNT

McKesson & Healthcare Providers FCU's share certificate account lets you deposit your money for a specified period of time.

**ANNUAL PERCENTAGE YIELD**

The annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

**MATURITY**

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

**RATE INFORMATION**

Our share certificates are designated as fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the share certificate accounts the dividend period is monthly.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your share certificate is stated on the Rate Schedule. You must maintain a minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule and avoid closure.

**RENEWAL OF ACCOUNT/GRACE PERIOD**

Your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

**ACCOUNT LIMITATIONS**

You may not make deposits into or withdrawals of principal from this account until the maturity date. We may charge a fee and close your account for excessive withdrawals. See Early Withdrawal Penalty. You may make withdrawals of dividends from your account at any time.

**EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you withdraw any principal from your account before the maturity date. Refer to the Fee Schedule for any applicable early withdrawal penalties.

**EXCEPTIONS TO PENALTIES**

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws;
2. The share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age; or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## ELECTRONIC FUND TRANSFERS (EFT) DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time "Agreement" sets forth the terms and conditions governing the use of the McKesson & Healthcare Providers FCU electronic transfer services. Disclosure information that applies to all electronic services offered by McKesson & Healthcare Providers FCU is given below, followed by specific disclosure information

for each service. McKesson & Healthcare Providers FCU may also provide remittance transfers (defined by Regulation E, subpart B, as an “electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider”). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an “electronic fund transfer” under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by McKesson & Healthcare Providers FCU, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term “you” and “your(s)” refer to the member, and the terms “we,” “us” and “our(s)” refer to McKesson & Healthcare Providers FCU.

### **PERSONAL IDENTIFICATION NUMBER**

You will be required to establish a Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/Debit Card or where it is easily accessible to others. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING VISA® DEBIT CARD**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. 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 have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. 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 close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family’s death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS**

If there is an unauthorized use of your Visa Debit Card or an Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either Visa commercial card transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

### **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (925) 524-5000 or write to us at 1785 Arnold Drive, Martinez, CA 94553-4110.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your account without your permission.

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance, or agreement restricting a transaction;



- g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive, or because your PIN has been entered incorrectly;
  - h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
  - i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

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

Telephone us at (925) 524-5000 or write to us at 1785 Arnold Drive, Martinez, CA 94553-4110 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**CHARGES**

In order to obtain the electronic services listed, you must open and maintain a share or share draft account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedules which accompanies this Disclosure and Agreement.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

**ADDRESS CHANGE**

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

**AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least 21 days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, POS Cards or designated accounts.

**TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Debit Card, or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your Debit Card, PIN, or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Debit Card, PIN or account; or
- c) you or any authorized user of your Debit Card, PIN, or account request that we do so.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

## **WHO IS BOUND BY THIS AGREEMENT**

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives, and successors.

## **SIGNATURES**

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

### **► *Additional Disclosure Applicable to ACH Services***

#### **DOCUMENTATION OF DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (925) 524-5000 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

#### **DISCLOSURE OF RIGHT TO STOP PAYMENT**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at (925) 524-5000 or writing to us at 1785 Arnold Drive, Martinez, CA 94553-4110 or logging on to Online Banking, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

#### **TRANSACTIONS AVAILABLE**

You may use ACH services to perform the following transactions:

Make deposits to your share or checking account;

Make loan payments;

Pay bills directly from your checking account;

Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and

Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

### **► *Additional Disclosures Applicable to Phone Banking***

#### **TRANSACTIONS AVAILABLE**

You may use your Phone Banking Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date, and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share or checking account;
- Transfer funds from share and checking accounts;
- Make loan payments; and
- Make cross-account transfers.

All payments and deposits are subject to later verification by us.

#### **TRANSACTION LIMITATIONS**

The credit union reserves the right to impose transactions limitations applicable to access within phone, online, and mobile banking.



## ► **Additional Disclosures Applicable to Visa® Debit Card Services**

### **ISSUANCE OF CARD**

“Card” means the McKesson & Healthcare Providers FCU Debit Card and any duplicates, renewals, or substitutions the Credit Union issue to you; “Account” means the account designated on the application for your Debit Card.

### **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

### **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

Purchases made above the floor limit of the merchant will require an authorization number from Visa.

You may make PIN-based point of sale (POS) or automated teller machine (ATM) withdrawals up to \$2,500 each 24-hour period as long as your available balance will cover the transaction. Debit Card signature based transaction limit is \$2,500 each 24-hour period as long as your available balance will cover the transaction.

Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

### **USE OF THE CARD**

You may use the Card and PIN to:

- Withdraw cash from your share or checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your share or checking account and another account you have with the Credit Union; and
- Make deposits to one of your share or checking accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail, telephone or online from places that accept Visa Debit Cards; and
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the CO-OP, JEANIE, STAR, PLUS or any other Debit Card network; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

Use of the Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. When the Credit Union receives notification of a Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

### **ILLEGAL USE OF VISA® DEBIT CARD**

You agree that your Visa Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

### **REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

## **FOREIGN TRANSACTIONS**

**Foreign Transactions in Foreign Currency-** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a foreign transaction fee charged by the issuer as stated in the fee schedule.

**Foreign Transactions in U.S. Currency-** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee as stated in the fee schedule, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country.

## **RULES FOR USE**

By using your Debit Card with your personal identification number (PIN) at automated teller machines (“ATM’s”) or other electronic terminals operated by a participating institution, network system, or company (collectively “terminals”), you authorize us to effect the transactions from or to your share or share draft/checking account(s) in accordance with the instructions given at the terminals. All Debit Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

## **ATM FEES**

When you use an ATM not owned by McKesson & Healthcare Providers FCU , you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of a Debit Card issued by McKesson & Healthcare Providers FCU for use of an electronic terminal operated by McKesson & Healthcare Providers FCU.

## **DEBIT CARD TRANSACTION AVAILABLE**

You may use the Card and PIN to:

- Withdraw cash from your share draft/checking account at ATMs, merchants, or financial institutions that accept Visa cards;

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail, internet or telephone from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the CO-OP, JEANIE, STAR, PLUS or any other Debit Card network; and
- Make automatic payments from your share draft/checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

Use of the Card, the Account Number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa cards is an order by you for the withdrawal of the amount of the transaction from your Account. Each transaction with the Card will be charged to your Account on the date the transaction is posted to your Account. When the Credit Union receives notification of a Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the Card.

## **ACCESS CARDS**

All Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the system.

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM’s when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.

- Have your Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

## ► ***Additional Disclosures Applicable to Online Banking***

### **SYSTEM REQUIREMENTS**

Online Banking Services allows convenient access to your account information 24 hours a day. To use Online Banking you must have access to the Internet, enrolled in the Online Banking service, have access to your Member Number and access information.

### **TRANSACTIONS AVAILABLE**

You may use your Online Banking to perform the following transactions:

- Obtain account and loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share and checking account;
- Transfers funds between your share and checking account;
- Download transaction information to personal financial management software from your share and checking account;
- Make loan payments; and
- Make cross-account transfers.

### **LIMITATIONS ON TRANSACTIONS**

The credit union reserves the right to impose transactions limitations applicable to access within phone, online and mobile banking.

## ► ***Additional Disclosures Applicable to Online Bill Pay Services***

### **SYSTEM REQUIREMENTS**

To use Online Bill Pay services you must be enrolled in the Online Banking service, have access to your Member Number and access information,

### **TRANSACTIONS AVAILABLE**

You may use your Online Bill Pay Service to perform the following transactions:

- **Add/Edit Merchants:** Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- **Make nonrecurring payments from share draft/checking:** This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- **Make recurring payments from share draft/checking:** This feature allows you to schedule recurring payments to merchants.
- **View History:** View History permits you to see scheduled pending payments or payments made over a specified time period.

### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Online Bill Pay Service:

- The maximum you may withdraw per check is \$30,000;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop an electronic payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days;
- The bill being paid must be in the member's name.

## **METHODS AND RESTRICTIONS**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

## **MEMBER RESPONSIBILITIES**

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

## **FEEES**

Refer to the fee schedule for any applicable fees relating to the credit unions online bill pay service.

### **► *Additional Disclosures Applicable to Mobile Banking Services***

#### **SYSTEM REQUIREMENTS**

Mobile Banking allows you convenient access to your account information 24 hours a day. To use the Mobile Internet Banking service, you must be enrolled in the Online Banking service, have access to your Member Number and access information, and have at least one of the following:

- A mobile phone with text messaging (SMS) capability;
- A mobile phone with Internet access; or
- A mobile device that allows the use of the Mobile Banking Application.

Compatible operating systems are required. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

#### **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan account balance information;
- View account/loan account history;
- Transfer funds between your shares, share draft/checking, or Lines of Credit accounts; and
- Unsubscribe from the SMS feature of the Mobile Banking service.

### **► *Regulations Relating to Fund Transfers***

#### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

#### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

#### **SERVICE CHARGES/FEEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Fee Schedule for current fees.

#### **SECURITY PROCEDURES**

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

## **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

## **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

## **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

## **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

## **NOTICE OF RECEIPT OF ACH FUNDS**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

## **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

# **COURTESY PAY**

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor drafts for which there are insufficient funds. This is the Credit Union's Courtesy Pay service. The Credit Union provides the Courtesy Pay as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

For all share draft checking accounts, the Credit Union may honor overdrafts on your share draft checking account, including share drafts/checks, ATM withdrawals, POS, In-Person, ACH, Telephone (internal transfers only - external withdrawals excluded), including ATM and - not & one time debits as long as you are in good standing with the Credit Union, be 18 years of age, and the share draft checking account has been opened at least 2 months.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please contact us using one of the following methods:

- Call us at 925-524-5000
- Contact us online at mahpfcu.org
- Complete, sign, and return the Overdraft Consent Form, which is provided with this disclosure, mail it or deliver in person, to us at 1785 Arnold Drive, Martinez, CA 94553-4110. The Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee as stated in the Credit Union's Fee Schedule. If we honor multiple overdrafts, we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$500 inclusive of Courtesy Pay and other Credit Union fees.



**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), debit card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and Non-Sufficient Funds (NSF) fees. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions, and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account ex., any "pending" deposits, checks, transfers and withdrawals, or holds on your account). We will use the available balance in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone, or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments, or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within 3 business days of authorization (or for up to 30 business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call 925-524-5000.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

When the Credit Union honors overdraft items, you must either deposit funds or apply for a loan sufficient to cover such overdraft plus fees immediately, but in no case more than 30 days from the date of notice sent to you. If you fail to cover the total overdraft amount within 30 days, the Credit Union may pursue all collection options available. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay fee is a flat fee charged regardless of the amount the account is over drawn and will be charged for Courtesy Pay service as described in our Fee Schedule.

The Courtesy Pay service is a discretionary privilege offered members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Pay service, you must inform the Credit Union by sending written notice or delivering in person to the Credit Union. Your notice should be sent to McKesson & Healthcare Providers FCU at 1785 Arnold Drive, Martinez, CA 94553-4110, Attention: Courtesy Pay. You may also opt-out via Online Banking.

## REMOTE DEPOSIT CAPTURE

This Remote Deposit Capture Disclosure and Agreement, as amended from time to time "Agreement", sets forth the terms and conditions governing the use of McKesson & Healthcare Providers FCU's Remote Deposit Capture services "Mobile Deposit". Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Mobile Deposit services offered by McKesson & Healthcare Providers FCU, you agree to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)", and "Credit Union" refer to McKesson & Healthcare Providers FCU.

### WHAT IS MOBILE DEPOSIT?

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by the McKesson & Healthcare Providers FCU's Mobile Application to take and send an "Electronic Image" of the item. It eliminates the need to deliver the paper item to the Credit Union.

## SYSTEM REQUIREMENTS

To use the Mobile Deposit service, you must meet the following system requirements:

- You must have a mobile device (e.g., smartphone or tablet) with an enabled camera and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.
- You must have the McKesson & Healthcare Providers FCU Mobile Application installed on your smart phone device. The McKesson & Healthcare Providers FCU Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

## REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words "For MAHPFCU Mobile Deposit Only to the account of [member name] on [date]," your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

An "Electronic Image" must contain: (i) a complete, legible, and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible, and accurate image of the back of the check showing your signature endorsement.

The following check items may not be accepted for deposit through the Mobile Deposit service:

- Items that do not contain the above-described restrictive endorsement.
- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than 6 months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler's checks, or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union's current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as the Credit Union may establish from time to time.

## TRANSACTION LIMITATIONS

The individual transaction limitations are disclosed within the Mobile Deposit feature of the mobile application. We reserve the right to modify this limit at any time.

## PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable "Paying Bank"; (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or Non-Sufficient Funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

## CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before close of business on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays, and holidays) will be credited to your account on the next business day after the day we receive your deposit. Deposits received after close of business on a business day the Credit Union is open will be credited on the next business day after we receive your deposit. Funds that you deposit using the Mobile Deposit service may not be immediately available to you.

## **FEES**

All fees or charges associated with the Mobile Deposit service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Mobile Deposit service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

## **RECORD RETENTION**

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of 90 days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

## **MEMBER WARRANTIES AND INDEMNIFICATION**

By using the Mobile Deposit service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate, and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The Electronic Image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend, and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This indemnification will be effective regardless of whether the check accepted for deposit by the Credit Union contained a restrictive endorsement.

This section shall survive the termination of the Mobile Deposit service.

## **HOW TO NOTIFY US IN CASE OF ERRORS**

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at 925-524-5000 or write to us at 1785 Arnold Drive, Martinez, CA 94553-4110. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

## **SERVICE AND MAINTENANCE**

We may periodically audit the Mobile Deposit service and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at 1785 Arnold Drive, Martinez, CA 94553-4110.

## **OUR RIGHT TO AUDIT**

We may periodically audit your individual transactions and use of the Mobile Deposit service to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Mobile Deposit service at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account;
- c) You or any authorized signer on your account requests that we do so; or
- d) The Credit Union will no longer be offering the service.



## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **ELECTRONIC DISCLOSURE OF MOBILE DEPOSIT DISCLOSURE AND AGREEMENT**

By accessing the Mobile Deposit service, you acknowledge and accept electronic receipt of the Credit Union's Mobile Deposit Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least 30 days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Mobile Deposit service or designated accounts.

## **GOVERNING LAW: ATTORNEY'S FEES**

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

# **YOUR ABILITY TO WITHDRAW FUNDS**

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. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business 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. The first \$225 of your deposits may be available on the first business day.

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 is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit 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:

- New account.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communications equipment.
- Case by case: If a credit union's policy is to make all deposits available the next day, on a case-by-case basis the Credit Union may delay availability up to the maximum period allowed by law.

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

### **SPECIAL RULES FOR NEW ACCOUNTS**

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 \$5,525 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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 will not be available until the second business day after the day of your deposit.

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines ATMs we do not own or operate may not be available until the second business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## **CALIFORNIA RESIDENTS: IMPORTANT NOTICE**

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

## **GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS**

### **DEFINITIONS**

**ACCOUNT AGREEMENT:** means any share, share draft, term share certificate, trust, totten trust, or UTMA account.

**TIS AGREEMENT:** means Truth-in-Savings Agreement entitled, "About Your Credit Union Accounts."

### **MEMBERSHIP & ACCOUNT APPLICATION**

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

### **ACCOUNT OWNERSHIP**

The ownership of trust, totten trust, and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- Individual Accounts: The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- Joint Accounts: The account or certificate is owned by the parties named on the Account Agreement ("Account Holder"). Upon the death of either of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

## **LIVING TRUST ACCOUNT**

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret, or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

## **PAYABLE ON DEATH ACCOUNTS**

A pay on death account "P.O.D. Account" is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

## **SPECIAL RULES FOR JOINT ACCOUNTS**

**Withdrawals by and Liability of Joint Owners** – The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses, or charges to an account created by any Account Holder(s).

**Deposits** – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

**Disputes** – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

## **CHANGES IN TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions, and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice, or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

## **NOTICE**

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

## **ABILITY TO PLEDGE FUNDS**

Any or all of the Joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## **ENFORCEMENT OF LIENS**

All funds in an account remain subject to any and all liens, including, but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

## **FINANCIAL ABUSE REPORTING**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services.

Reports will be made to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny, or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the Credit Union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

## **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements, or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

## **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including, but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an ATM card, Debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## **NEGATIVE CREDIT REPORTING**

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

## **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at McKesson & Healthcare Providers FCU, 1785 Arnold Drive Martinez, CA 94553-4110, so we can investigate.

## **POST-DATED SHARE DRAFTS AND CHECKS**

The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

## **EXAMINATION OF STATEMENTS**

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

## **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment.

## **FEES AND CHARGES**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

## **ATTORNEYS' FEES AND OTHER FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

## **OTHER TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions, and requirements as the Credit Union may establish from time to time.

## **GOVERNING LAW**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

### **► *Share Account Agreement***

#### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

### **► *Share Draft Account Agreement***

#### **WITHDRAWALS, APPROVED METHODS**

Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds from a share draft account.

#### **ELECTRONIC CHECK CONVERSION**

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

#### **DEMAND DRAFTS**

The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association, or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss, or damage of any kind.

#### **OVERDRAFTS**

The Credit Union is under no obligation to pay a share draft which exceeds the available balance in an account; the Credit Union may, however, pay such a share draft and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

**NOTICE REGARDING NSF FEES:** When an item is returned unpaid due to insufficient available funds [and not covered by the Courtesy Pay Program, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

#### **STALE-DATED SHARE DRAFTS**

The Credit Union is under no obligation, but may pay a share draft which is presented more than 6 months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

#### **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for 6 months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional 6 month period.

#### **TRUNCATION OF DRAFTS**

The Account Holder(s) acknowledges that share drafts are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

#### **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft, even if nonpayment results in the forfeit of insurance, loss, or damage of any kind.

## **CLOSURE OF ACCOUNT**

The Credit Union may close a share draft account at any time. Closure of a share draft account will not affect the obligation to pay any outstanding balances or charges owed.

## **FOR SHARE DRAFT ACCOUNTS WITH SHARE OVERDRAFT PROTECTION**

If any Account Holder(s) writes a share draft that would result in this Share Draft Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to this Share Draft Account.

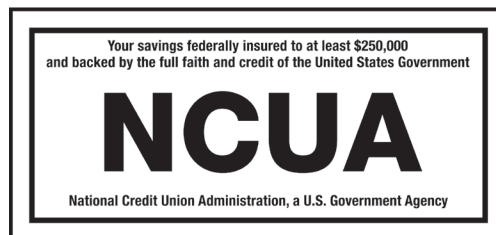
## **FOR SHARE DRAFT ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a share draft which would result in this Share Draft Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Share Draft Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft and any associated fees.

## **► *Share Certificate Account Agreement***

### **PLEDGING OF FUNDS**

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.





**McKesson & Healthcare Providers Federal Credit Union's  
Courtesy Pay Disclosure**

**What is Courtesy Pay?**

MAHPFCU's Courtesy Pay is a service offered to our members on their personal share draft (checking) account. MAHPFCU may honor overdrafts of individual share draft accounts subject to certain conditions and limitations as set forth in this disclosure. MAHPFCU may subtract a fee, as stated in the Fee Schedule, for each overdraft honored upon presentment.

All members 18 years of age and older are eligible for Courtesy Pay as long as their account remains in good standing. Good standing is defined as making regular deposits and bringing their account to a positive balance at least once every 30 days; not being more than 30 days past due on a loan with MAHPFCU, not having caused a loss to MAHPFCU and not subject to any legal or administrative order or levy. Accounts must be in good standing to be eligible for Courtesy Pay. All existing share draft accounts and/or account that have been opened for a minimum of 60 days may automatically be eligible for Courtesy Pay. Members are subject to a maximum overdraft limit, including overdraft fees, of \$500.00. Primary and/or joint owners may request and/or remove their account(s) from the Courtesy Pay program at any time. Primary and all other owners shall be jointly and completely responsible for the overdraft including the overdraft fee(s).

Courtesy Pay is a non-contractual agreement between MAHPFCU and its members. MAHPFCU has the right to discontinue the program or withdraw any share draft account from the program based on poor performance of the account, or failure to cover the overdrafts. MAHPFCU also has the right to limit participation to one account per household. MAHPFCU has the option to either honor the overdraft or return the item for insufficient funds even though we may have previously paid overdrafts for the member. There is no interest charged on any overdraft or unpaid overdraft charge. There will be no late charges or other fees other than the overdraft charge. MAHPFCU will notify the member by mail of any overdraft paid or returned; however we have no obligation to notify you before we pay or return an item.

The following transactions may be covered by Courtesy Pay:

- ACH debits
- ATM withdrawals and/or Point-of-Sale transactions (if opted in)
- Service or check charges
- Debit Card debits (if opted in)
- Checks issued to a third party
- Recurring debit card transactions
- In-person requests
- Telephone (internal transfers only)

Overdraft items will be posted in accordance with MAHPFCU's existing share draft procedures.

**Members who currently have overdraft transfer protection from savings or overdraft loans will continue to have access to those services prior to utilizing Courtesy Pay.**

It is MAHPFCU's policy to provide members with every opportunity for repayment.

**Option to Waive Courtesy Pay Services**

I do not wish to have Courtesy Pay services extended to me. By signing this form, I understand that MAHPFCU will not cover overdrafts to my share draft account through the Courtesy Pay service and that any item(s) presented against insufficient funds will be returned unpaid with applicable NON-SUFFICIENT FUNDS fees assessed. Additionally, I understand that if I wish to have Courtesy Pay services extended to me in the future, I must meet the eligibility requirements at that time.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Member Number:** \_\_\_\_\_

## What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

### What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### What fees will I be charged if McKesson & Healthcare Providers FCU pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to \$30 each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

### What if I want McKesson & Healthcare Providers FCU to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card complete the form below and return it to the Credit Union using any of the methods listed at the bottom of this document.

-----  
 I do not want McKesson & Healthcare Providers FCU to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want McKesson & Healthcare Providers FCU to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

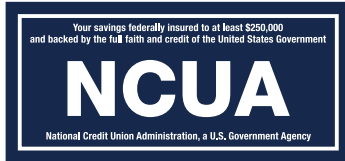
Name: \_\_\_\_\_ Member Number: \_\_\_\_\_

**Return this form to: MAHPFCU | 1785 Arnold Drive, Martinez, CA 94553  
Fax: 925-524-0524 | E-Mail: help@mahpfcu.org**



## HOW DO I KNOW MY CREDIT UNION IS FEDERALLY INSURED?

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit the NCUA's agency website at [ncua.gov](http://ncua.gov).



## COVERAGE LIMITS

The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

## THE NCUA SHARE INSURANCE ESTIMATOR

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at [MyCreditUnion.gov/estimator](http://MyCreditUnion.gov/estimator).



[MyCreditUnion.gov](http://MyCreditUnion.gov)

## WHERE CAN I FIND MORE INFORMATION?

The NCUA has more information available to help credit union members better understand how the NCUSIF keeps their accounts safe and protected.

A comprehensive booklet entitled Your Insured Funds is available on the [ncua.gov](http://ncua.gov) and [MyCreditUnion.gov](http://MyCreditUnion.gov) websites. This booklet contains a detailed discussion of all available types of NCUSIF coverage, along with examples illustrating how the coverage works in practice. You can get additional information about credit unions and the financial services they offer, as well as tips on how to save, create a budget, and plan for a major purchase at the NCUA's consumer website, [MyCreditUnion.gov](http://MyCreditUnion.gov).



National Credit Union Administration  
Office of Consumer Financial Protection  
1775 Duke Street, Alexandria, VA 22314  
800-755-1030 | [MyCreditUnion.gov](http://MyCreditUnion.gov)

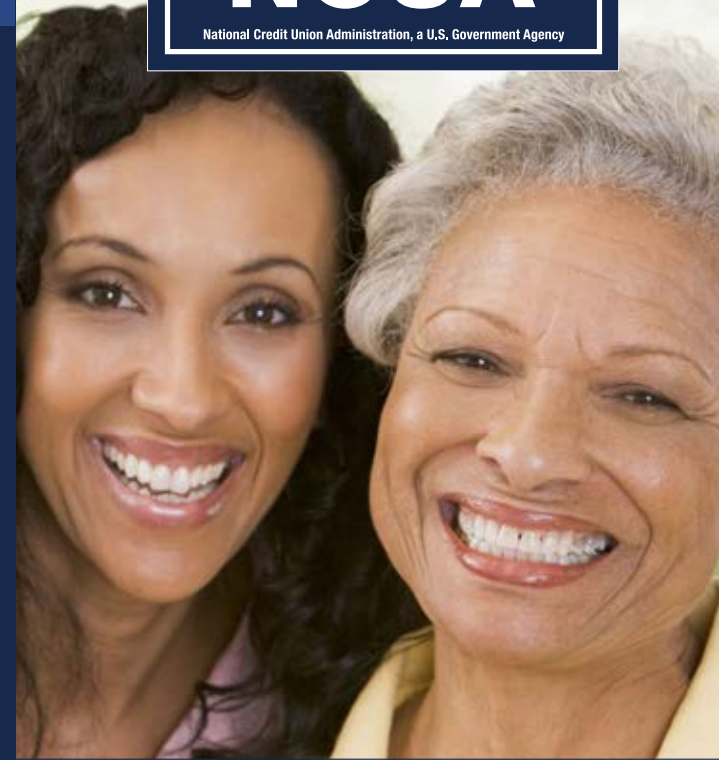


NCUA 8016 - Revised February 2018

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency



## HOW YOUR ACCOUNTS ARE FEDERALLY INSURED

National Credit Union Administration  
Office of Consumer Financial Protection

[MyCreditUnion.gov](http://MyCreditUnion.gov)

## WHAT IS THE NCUA?

The National Credit Union Administration, commonly referred to as NCUA, is an independent agency of the United States government that regulates, charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

## WHY IS NCUSIF SHARE INSURANCE COVERAGE IMPORTANT?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost a penny from accounts insured by the NCUSIF.

Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. The NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured, state-chartered credit unions.

## WHAT BASIC COVERAGE IS PROVIDED BY THE NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their single ownership accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union are fully insured.

If a person has more than \$250,000 at any single credit union, several options are available for additional share insurance coverage because, as discussed in greater detail (right), the NCUSIF provides separate insurance for other accounts.

Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While the NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities offered by affiliated entities.

## DOES THE NCUSIF PROVIDE ADDITIONAL COVERAGE?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their single ownership accounts.

### RETIREMENT ACCOUNTS

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, the NCUA insures KEOGH accounts separately in the aggregate to \$250,000 at each credit union.

Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

### JOINT ACCOUNTS

Joint accounts are owned by two or more people who have equal rights to withdraw money from the account and no beneficiaries are named. These accounts can include regular shares, share drafts (similar to checking), money market accounts, and share certificates. The NCUSIF provides each joint account holder with \$250,000 coverage for their aggregate interests at each federally insured credit union.

For example, a two person joint account with no beneficiaries has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts with no beneficiaries and retirement accounts.

### TRUST ACCOUNTS

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common informal revocable trust payable-on-death account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

### REVOCABLE TRUSTS

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner (if a member of the credit union) that is separate from the individual coverage available to the trust owner (also referred to as grantor or settlor). For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

### IRREVOCABLE TRUSTS

Irrevocable trusts have separate coverage based on the beneficial interest. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of up to \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of up to \$250,000.



## Funds Availability Policy

Established Accounts	Type of Hold			
	Same-Day	Next-Day	Second-Day	Exception
<b>Deposit(s) of \$225 or less</b>				
Cash	♦			
U.S. Treasury checks	♦			
U.S. Postal Service Money Orders	♦			
Federal Reserve Bank/Federal Home Loan Bank checks	♦			
State and local government checks	♦			
Cashier's, certified, or teller's checks	♦			
Checks drawn on an account held by MAHPFCU	♦			
Electronic Funds Transfers (Wire/ACH)		♦		
Other Checks	♦			
<b>Deposit(s) of \$225-\$5,525</b>				
Cash		♦		
U.S. Treasury checks		♦		
U.S. Postal Service Money Orders		♦		
Federal Reserve Bank/Federal Home Loan Bank checks		♦		
State and local government checks		♦		
Cashier's, certified, or teller's checks		♦		
Checks drawn on an account held by MAHPFCU		♦		
Electronic Funds Transfers (Wire/ACH)		♦		
Other Checks			♦	
<b>Deposit(s) in excess of \$5,525</b>				
Cash		♦		
U.S. Treasury checks				♦
U.S. Postal Service Money Orders				♦
Federal Reserve Bank/Federal Home Loan Bank checks				♦
State and local government checks				♦
Cashier's, certified, or teller's checks				♦
Checks drawn on an account held by MAHPFCU		♦		
Electronic Funds Transfers (Wire/ACH)		♦		
Other Checks				♦
<b>Deposit(s) of any amount</b>				
Re-Deposited Checks				♦
Emergency Conditions				♦
Accounts with repeated overdrafts				♦
Accounts with evidence of check kiting				♦
Stale Dated Checks				♦
Improper Endorsements				♦
Notice of Dishonor received				♦

New Accounts	Type of Hold	
	Next-Day	New Account
<b>Deposit(s) of \$5,525 or less</b>		
Cash	♦	
U.S. Treasury checks	♦	
U.S. Postal Service Money Orders	♦	
Federal Reserve Bank/Federal Home Loan Bank checks	♦	
State and local government checks	♦	
Cashier's, certified, or teller's checks	♦	
Checks drawn on an account held by MAHPFCU	♦	
Electronic Funds Transfers (Wire/ACH)	♦	
Other Checks		♦
<b>Deposit(s) in excess of \$5,525</b>		
Cash	♦	
U.S. Treasury checks		♦
U.S. Postal Service Money Orders		♦
Federal Reserve Bank/Federal Home Loan Bank checks		♦
State and local government checks		♦
Cashier's, certified, or teller's checks		♦
Checks drawn on an account held by MAHPFCU	♦	
Electronic Funds Transfers (Wire/ACH)	♦	
Other Checks		♦

Deposits not subject to our Funds Availability Policy
Deposits made via Remote Deposit Capture
Deposits to non-transactional accounts
Checks drawn on a foreign institution

Hold Type	Definition
Same-Day	Available the banking day of deposit
Next-Day	Available by the first business day following the banking day of deposit
Second-Day	Available by the second business day following the banking day of deposit
Exception	Available by the seventh business day following the banking day of deposit
New Account	Available by the ninth business day following the banking day of deposit



## **MEMBER PRIVACY DISCLOSURE**

We at McKesson & Healthcare Providers Federal Credit Union value the privacy of our members. You have chosen to do business with us and we recognize our responsibility to keep the information you provide to us secure and confidential. We believe that all personal financial information specific to you that you provide McKesson & Healthcare Providers Federal Credit Union through any channel constitutes personal information. Protecting your privacy, along with your financial assets is our top priority. McKesson & Healthcare Providers Federal Credit Union is committed to servicing all the financial needs of its' members. As a service to you, our member, we may share information with select third parties that can offer valuable products and services that may interest you. When we share information with select third parties that can offer valuable products services that may interest you. When we share information with other parties for marketing purposes, you can expect them to treat it with the same strict standards as your Credit Union.

This privacy policy explains how we protect the privacy of your personal information and when we release information about you under certain situations, such as to maintain your account, or other circumstances as required or permitted by law.

### **INFORMATION WE COLLECT AND DISCLOSE TO OTHERS**

In the course of doing business, we collect and use various types of information, such as information available from public records and credit reports, as well as information you provide to us. We may also access information about you, such as credit reports, when considering a request from you for additional services or when exercising our rights under the law or any agreement with you. In addition, we collect information about you from the following sources:

- Information we receive from you on applications and other forms you submit to us, such as your name, address and social security number.
- Information about transactions with us, our affiliates, or other such as account balances and payment history.
- Information we receive from credit reporting agencies, such as credit worthiness and credit history.

We may also disclose all the information that we collect as described above. We do not disclose any non-public personal information about our members and our former members to anyone, except as permitted by law.

### **SHARING INFORMATION WITH THIRD PARTIES**

We may disclose non-public personal information about you to financial service providers such as insurance agents. We may also disclose non-public personal information about you to non-affiliates third party processors as necessary to complete transactions, maintain accounts and records, and as permitted by law.

We may disclose all the information we collect as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose information about you under other circumstances, as permitted or required by law.

### **CONFIDENTIALLY AND SECURITY OF INFORMATION**

Keeping our financial information secure is an important responsibility that is taken seriously at McKesson & Healthcare Providers Federal Credit Union. We value your trust and handle your information with care. We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. Our policies and procedures emphasize the importance of keeping our members' information confidential. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

### **ACCURACY OF INFORMATION**

We make every effort to ensure that our records contain accurate, current and complete information. If you find that your account information is inaccurate, please call us at **(925) 524-5000** or write to us at **1785 Arnold Drive, Martinez CA 94553-4110**. We will promptly investigate and make any necessary changes to update our records.

### **TERMINATION OF MEMBERSHIP**

If you decide to terminate your membership with McKesson & Healthcare Providers Federal Credit Union, we will not share information we have collected about you, except as may be permitted or required by law.

## **BIOMETRIC INFORMATION PRIVACY POLICY AND CONSENT**

### **Scope and Overview**

This policy outlines how McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software processes biometric data collected from you for identity verification and fraud prevention purposes.

### **Biometric Data Defined**

As used in this policy, biometric data includes "biometric identifiers" and "biometric information". "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. As the term is used in this policy, the selfie photograph you upload to the software for use in the biometric algorithm is considered a "biometric identifier." "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

### **Disclosure and Authorization Policy**

To the extent that McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software collect, capture, or otherwise obtain biometric data relating to a consumer, McKesson & Healthcare Providers Federal Credit Union must first:

Inform each consumer that McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software are collecting, capturing, or otherwise obtaining the employee's biometric data, and that the McKesson & Healthcare Providers Federal Credit Union is providing such biometric data to its vendors and the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software;

Inform the consumer of the specific purpose and length of time for which the consumer's biometric data is being collected, stored, and used; and

Receive consent by the consumer authorizing McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or McKesson & Healthcare Providers Federal Credit Union's consumer verification software to collect, store, and use the consumer's biometric data for the specific purposes disclosed by the McKesson & Healthcare Providers Federal Credit Union, and for McKesson & Healthcare Providers Federal Credit Union to provide such biometric data to its vendors and the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software.

McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software will not sell, lease, trade, or otherwise profit from employees' biometric data; provided, however, that the McKesson & Healthcare Providers Federal Credit Union's vendors and the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software may be paid for products or services used by McKesson & Healthcare Providers Federal Credit Union that utilize such biometric data.

This policy is intended to comply with all federal, state, and local laws.

### **Purpose for the Collection of Biometric Data**

McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of McKesson & Healthcare Providers Federal Credit Union's consumer verification software collect, store, and use biometric data solely for identity verification and fraud prevention purposes.

### **Disclosure**

McKesson & Healthcare Providers Federal Credit Union will not disclose or disseminate any biometric data to anyone other than its vendors and the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software providing products and services using biometric data without/unless:

First obtaining consumer consent to such disclosure or dissemination;

The disclosed data completes a financial transaction requested or authorized by the consumer;

Disclosure is required by law or ordinance; or

Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

## **Security**

McKesson & Healthcare Providers Federal Credit Union shall use a commercially reasonable standard of care to store, transmit and protect from disclosure any biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which McKesson & Healthcare Providers Federal Credit Union stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

## **Retention**

McKesson & Healthcare Providers Federal Credit Union shall retain consumer biometric data only until, and shall request that its vendors and the licensor of McKesson & Healthcare Providers Federal Credit Union's consumer verification software permanently destroy such data when, the first of the following occurs:

The initial purpose for collecting or obtaining such biometric data has been satisfied, such as verification of consumer identity;

Request of consumer to destroy the biometric data; or

Within 30 days of consumer's provisioning of biometric data.

## **Contact Information**

If you have any questions about our use, storage, or security of your biometric data you can contact us at: [support@como-cu.com](mailto:support@como-cu.com).

## **BIOMETRIC INFORMATION CONSUMER CONSENT**

As outlined in the "Biometric Information Privacy Policy", I understand and consent to the collection, use, retention, storage, and/or disclosure or re-disclosure of data or images from biometric verification technology by McKesson & Healthcare Providers Federal Credit Union, its vendors, and/or the licensor of the McKesson & Healthcare Providers Federal Credit Union's consumer verification software. I acknowledge that I have been given a copy of the Policy, or that the Policy has been made accessible to me, and I have had an opportunity to review it and request any additional information concerning the McKesson & Healthcare Providers Federal Credit Union's procedures and safeguards for collecting, maintaining, using, disclosing, sharing, storing, and/or destroying this data.





## **Certification of Beneficial Owner(s) -Instructions**

### **WHAT IS THIS FORM?**

Federal regulation requires financial institutions to obtain, verify, and record information about the beneficial owner(s) of legal entity accounts.

### **WHO IS REQUIRED TO COMPLETE THIS FORM?**

This form must be completed by the person opening an account on behalf of a legal entity.

For the purposes of this form, a legal entity includes corporations, limited liability companies, or other entities that are created by filing a public document with a Secretary of State or similar office, general partnerships, or any similar business entities formed in the United States or a foreign country.

Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### **WHAT INFORMATION IS NEEDED?**

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e. the beneficial owners):

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g. each natural person that owns 25 percent or more of the shares of a corporation);

**AND**

(ii) An individual with significant responsibility for managing the legal entity customer (e.g. a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer, or any other individual who regularly performs similar functions)

The number of individuals that satisfy this definition of "beneficial owner" may vary.

A completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e. one individual under section (ii) and four 25 percent equity holders under section (i)).

- Section (i): 0-4 individuals may need to be identified
- Section (ii): A minimum of one (1) individual must be identified

It is possible that in some circumstances the same individual might be identified under both sections (e.g. the CEO of Smith, Inc. who also holds a 25 percent equity interest).

The Credit Union may request a copy of a driver's license or other identifying document for each beneficial owner listed on this form.



Persons opening an account on behalf of a legal entity must provide the following information:

**Name and Title of Natural Person Establishing Account:**

\_\_\_\_\_  
 Name Title Account Number

**Name and Address of Legal Entity for Which the Account is Being Established:**

\_\_\_\_\_  
 Legal Entity Name

\_\_\_\_\_  
 Address City State Zip

**Section (i)**

The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above.

If no individual meets this definition, please write "Not Applicable.":

NAME	DOB	ADDRESS	U.S. PERSONS: SSN / FOREIGN PERSONS: PASSPORT NUMBER & COUNTRY OF ISSUANCE	PERCENTAGE OF OWNERSHIP



## Certification of Beneficial Owner(s) (continued)

### Section (ii)

The following information for one individual with significant responsibility for managing the legal entity listed above. If appropriate, an individual listed under Section (i) above may also be listed in this section.

NAME	DOB	ADDRESS	U.S. PERSONS: SSN FOREIGN PERSONS: PASSPORT NUMBER & COUNTRY OF ISSUANCE

I, \_\_\_\_\_ (name of natural person establishing account) hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FEE SCHEDULE**  
(Effective July 15, 2024)

SAVINGS (SHARE ACCOUNT) FEES	
Early Account Close Fee (Less Than 90 Days)	\$25.00
Early Withdrawals Certificate (Terms Under 2 years) - 1 month dividend	\$25.00 minimum
Early Withdrawals Certificate (Terms Over 2 years) - 2 months dividend	\$25.00 minimum
Escheat Letter	\$5.00 each
No Activity Fee (after 12 months)	\$5.00 each month

CHECKING (SHARE DRAFT) FEES	
Box of Checks	At Cost
Business Checking (Below Minimum Balance of \$500.00)	\$25.00
Business Checking Account (Includes Mobile Deposit)	\$50.00 per month
DBA Checking	\$10.00 per month
Dividend Checking (Below Minimum Balance of \$2,500.00)	\$25.00
No Activity for 90 Days	Account Closed
Temporary Checks (Replacements)	\$5.00 per page

NON-SUFFICIENT FUNDS (NSF) FEES	
NSF ACH, Check, Bill Pay, Debit Card	\$30.00 each
NSF Courtesy Pay (ACH, Debit Card, Check, Bill Pay)	\$30.00 each

RETURNED ITEM FEES	
Returned A2A Transaction	\$30.00 each
Returned Check (Deposited)	\$30.00 each
Returned Check (Deposited and Drawn On-Self at Another FI)	\$50.00 each
Returned Loan Payment	\$30.00 each
Returned Visa Payment	\$28.00 each

CASHIER'S CHECKS	
Cashier's Check (Check Payable)	\$5.00 each
Reissue Voided Cashier's Check	\$5.00 each
Stale Dated Check Fee (After 90 Days)	\$20.00 each

STOP PAYMENT FEES	
Stop Payment (Checks/ACH Revokes) - by MAHPFCU Employee	\$20.00 each
Stop Payment (Checks/ACH Revokes) - initiated by Member on OLB	\$15.00 each
Stop Payment (Lost/Stolen - Cashier's Check/Money Order)	\$20.00 each

HOME BANKING & BILL PAY FEES	
Proof of Payment Not Necessitated by a Dispute	\$5.00 each
Rush (Bill Pay)	At Cost
Written Correspondence to Payee	\$20.00 each

DEBIT CARD FEES	
Card Replacement (1 Free Per Year)	\$20.00 each
Rush Order	At Cost
Transaction Receipt Copy	\$25.00 each

WIRE TRANSFER FEES	
Incoming International Wire	No Charge
Incoming Wire	No Charge
Outgoing International Wire	\$40.00 each
Outgoing Wire	\$30.00 each
Wire Tracing	\$30.00 each

MISCELLANEOUS FEES	
CARFAX Report (Refunded at Completion of Loan)	\$19.99
Bad Address Notification from Post Office	\$5.00 each
Foreign Check Processing	\$20.00 each
Levy/Lien/Subpoena Processing	\$25.00 each
Member Requested FedEx	At Cost
Money Order	\$3.00 each
Notary Service (Per Signature)	\$15.00 each
Notary Service (MAHPCU Documents)	No Charge
Paper Statement (Scheduled for Mailing)	\$3.00 each
Payments Via Podium (Cost Based on Transaction Amount)	At Cost
Research & Assistance of Member Account (1 Hour Minimum)	\$25.00 per hour
Verification of Deposit	\$10.00 each

COPY FEES	
Account History Printouts	\$5.00 per page
Bill Pay Check	\$5.00 each
Check (Share Draft) - Excess of 4 Per Month	\$5.00 each
Check (Share Draft) - First 4 Per Month	No Charge
Cleared Cashier's Check	\$5.00 each
Credit Card Check	\$5.00 each
Deposited Check	\$5.00 each
Document Copy	\$5.00 per page
Statement	\$5.00 each
Tax Forms (1098, 1099)	\$5.00 each

LOAN FEES	
Cash Infusion Application Fee	\$20.00 each
Lien Satisfied Replacement	\$20.00 each
Loan Coupons Replacement	\$10.00
Real Estate Loan Rate Reduction (Approved/Denied)	\$1,500.00
Reconveyance Fee (From \$95 - \$120)	At Cost
Subordination Fee (Home Equity Loans)	\$150.00 each
Written Requests for Loan Payoffs	\$25.00 each

CREDIT CARD FEES	
Card Replacement (1 Free Per Year)	\$20.00 each
Duplicate Visa Statement	\$5.00 each
Late Payment (Required Minimum Payment, Whichever is Less)	\$20.00 each
PIN Replacement (1 Free Per Year)	\$5.00 each
Visa Advance Fee (Non-MAHPCU Card)	\$50.00 each

NON-MEMBER FEES	
ATM Surcharge	\$3.00 each
Merchant Check Cashing (Greater of 10% of Item or \$20)	\$20.00 minimum
On-Us Check Cashing	\$15.00 each

ATM FEES	
ATM Deposit (Exception/Correction)	\$30.00 each



**McKESSON & HEALTHCARE PROVIDERS**  
FEDERAL CREDIT UNION

## **DIRECT DEPOSIT (ACH) ACCOUNT INFORMATION**

This information is for your employer to initiate direct deposit to your MAHPFCU checking or savings account. MAHPFCU will setup any requested distributions to other account suffixes, once the first direct deposit is received.

### **DEPOSITORY (CREDIT UNION)**

**NAME:** McKesson & Healthcare Providers Federal Credit Union

**BRANCH:** 1785 Arnold Drive, Martinez, CA 94553

**ROUTING NUMBER:** 321171980

**ACCOUNT NUMBER:** \_\_\_\_\_

**ACCOUNT TYPE:** Savings (Share)                      Checking (Share Draft)

**NAME ON ACCOUNT:** \_\_\_\_\_

*For additional information, please contact:*

MAHPFCU Member Services  
(925) 524-5000 Opt. 7 or [Help@mahpfcu.org](mailto:Help@mahpfcu.org)