

# **Membership & Account Disclosures Booklet**

Account Agreement  
Electronic Transfers  
Funds Availability  
Truth in Savings  
Substitute Checks  
Federal Privacy Policy  
California Privacy Policy

**Effective: January 1, 2026**

IMPORTANT DOCUMENTS PLEASE KEEP FOR YOUR RECORDS

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE  
EFFECTIVE DATE SHOWN ABOVE.

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# **Membership And Account Agreement**

This document supersedes any account agreements previously provided by Northrop Grumman Federal Credit Union with the following names: "Important Account Information for Our Members", "Truth in Savings Disclosure Statements", "NGFCU Membership Signature Card Account Application/Agreement including the Share Draft with Overdraft Transfer Clause, Electronic Services, Automated Teller, Money Market, Uniform Transfer to Minors, Certificates, Club, and Business Accounts" and "Truth in Savings."

This Agreement, and any others we provide to you is a contract that establishes rules which cover your rights and responsibilities concerning your accounts and the rights and responsibilities of Northrop Grumman Federal Credit Union (Credit Union). By using your account, you are agreeing to the rules. In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, 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 Northrop Grumman Federal 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 (Bylaws) or Code of Regulations, Credit Union policies, and any amendments, including additions, deletions, or other changes, 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, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) 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 and consumer 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 may 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 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. The account will terminate and be distributed in accordance with applicable law. The child's SSN/TIN is used for the Backup Withholding Certification.

**7. POWER OF ATTORNEY** – If you designate any person or persons to act as your agent under a Power of Attorney (POA) You understand and agree that we are under no obligation or agreement to ensure any transactions conducted by your agent is for your benefit. The POA will remain in effect until we have received written notice or we have actual knowledge that the POA has been revoked or rescinded. Any POA that is not classified as a "durable" POA will be revoked if you become incompetent. We are under no obligation to honor any POA nor are we required to establish an account requested by an Agent.

**8. PRODUCTS** – We may, at our sole discretion, discontinue products and/or services. If we make such a change, we will notify you as required by applicable law of the change.

**9. 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.

**10. FICTITIOUS BUSINESS NAME ACCOUNTS** - If You are opening a business account and a using a name that is fictitious, You warrant and represent that you have the legal authority to use the name which includes, but is not limited to, fulfilling all legal requirements, obtaining authorization from any affected parties, and ensuring doing business under such name does not infringe on the rights of others using similar names.

**11. 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 or restricted Indorsements on the back. 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 or process. 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.

## 12. 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. It is your responsibility to secure any access device you are given to access your account. Failure to properly safeguard any access devices may result in a loss to you if we are not informed of a compromised device. 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. If you purchase your checks from anyone other than us, you are responsible for ensuring the information on the check is accurate. We may refuse any withdrawal or transfer you request if you are using forms not approved by us. Our decision to honor one or more of these requests does not mean we are required to honor them later.

**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.

**d. Telephonic Instructions.** Unless required by law, we may not act on instructions you provide to us if those instructions are left by voice mail or other telephone answering machine or facsimile. Any instructions provided by voice mail, telephonic answering machine, or facsimile are subject to delay while we attempt to verify your request.

**13. FUNDS TRANSFERS** - Funds 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 Nacha rules. We may execute certain requests for funds 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 funds transfers to or from your account. We will debit your account for the amount of a funds 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 funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds 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 funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds 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 Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds 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.

**14. 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. You agree that we may deduct fees from your account as permitted by law.

## **15. 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 do not recommend you make large cash withdrawals. We reserve the right to request at least seven days' notice of your intent to withdraw more than \$5,000 in cash. Further, you hold the Credit Union harmless against any loss you suffer due to withholding large cash amounts from you.

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; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. 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.

**16. 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.

## **17. 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. If you decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented. 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.

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; and (3) 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.

**c. Understanding Your Account Balance.** Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. Merchants may also request temporary holds on your account for a specified sum when the merchant does not know the exact amount of a purchase at the time the card is authorized. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.ngfcu.us](http://www.ngfcu.us), at an ATM, by visiting a credit union branch, or by calling us at 800.633.2848.

**18. 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.

## **19. 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 sixmonth 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 have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. 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.

**20. LOST, DESTROYED, STOLEN CERTIFIED, CASHIER'S, OR BANK/TELLER CHECKS** - Under certain circumstances, you may be able to assert a claim for a lost, destroyed, or stolen certified, cashier's, or bank/teller check. Contact the Credit Union to obtain the proper form for such a claim. We may still pay the item until the 90th (ninetieth) day after the date of the check. If we pay you the check before your claim is enforceable, you will be required to indemnify the Credit Union against losses we may suffer.

**21. 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.

**22. 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. We may require reasonable identification from the presenting party, and we reserve the right to determine which identification is considered reasonable.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

## **27. 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 amend this Agreement by adding, removing, or changing terms 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.

**28. 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 suspend opening your account or close your account and return the balance to you, less any applicable service fees.

## **29. 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.

**30. 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.

**31. 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, Member Services Request, or other document which evidences a change to an account and accepted by us.

**32. 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 at our sole discretion 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.

**33. 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 (1) your account is being misused; (2) you have demonstrated conduct which is abusive in nature; (3) you engage in behavior that we, in our sole and absolute discretion, deem inappropriate or detrimental to us; (4) you damage our property or the property of any of our

affiliates; (5) any share account is negative or any loan is 30 days or more past due; or (6) as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**34. DEATH OR INCOMPETENCE** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account 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 or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. CONSENT TO CONTACT** - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act, their related federal regulations, and where otherwise required by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, you agree that we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

#### **42. Arbitration Provision -**

**a. Dispute Resolution; Arbitration.** If we are unable to resolve a dispute informally, then you and we agree that either party may elect to resolve it as provided in this Arbitration Provision. THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS BY LIMITING THE RIGHT TO MAINTAIN COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.

**b. Scope** - As used in this Arbitration Provision, a "Claim" means all controversies, disagreements, or other disputes between you and us arising out of or relating to this Agreement, your membership in the credit union, or the relationship that arises between you and us from your use of the credit union's products and services. A Claim has the broadest possible meaning and includes disputes in the past, present or future, whether based under a statute, in contract, tort or otherwise, and includes any claim for injunctive or declaratory relief. A Claim includes disputes about the validity, enforceability, or scope of this Arbitration Provision. If applicable law provides that a Claim is not subject to binding arbitration, this Arbitration Provision will not apply to such Claim. For example, if you are on active-duty military service or a spouse or dependent of a person who is on such active-duty military service and a Claim involves a covered transaction under the Military Lending Act, the is Arbitration Provision will be inapplicable to such Claim. Similarly, this Arbitration Provision will not apply to a dispute arising from a consumer credit transaction secured by a dwelling.

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

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

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

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

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

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

**i. Other Rights** - You and we retain the right to seek remedies in small claims court for any Claims within that court's limited jurisdiction. Nothing in this Arbitration Provision prevents you from filing a complaint against us with regulatory agencies, or us from exercising peaceful self-help remedies, such as setoff rights. Either you or we may delay enforcing or not exercising rights under this Arbitration Provision without waiving them. This Arbitration Provision will survive the termination of this Agreement, your membership and your account(s) with us, any bankruptcy, and any legal proceeding to collect a debt. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect.

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

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

We provide services "as is" without any warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. There is no warranty that your use of our services will be uninterrupted or error-free. There is no warranty against interference with your enjoyment of the information contained in connection with our services or against infringement. You assume all risks of the use, results, and performance of our services. We are not responsible for any errors or failures caused by the malfunction of any of our services. We are also not responsible or liable for any computer virus caused by or introduced using our services. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

If an arbitrator or court finds that we are liable to you because of what we did or did not do under or in connection with this

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

# **Electronic Fund Transfers Agreement and Disclosure**

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Northrop Grumman Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share draft/checking and savings accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. 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. 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.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Plus, CO-OP, NYCE, STAR networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your share draft/checking, savings, and money market accounts.
- Withdraw funds from your share draft/checking, savings, and money market accounts.
- Transfer funds from your share draft/checking, savings, and money market accounts.
- Obtain balance information for your share draft/checking, savings, and money market accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Plus, CO-OP, NYCE, STAR network logo(s).

The following limitations on ATM Card transactions may apply:

- You may make 20 cash withdrawals in any one (1) day.
- You may withdraw up to a maximum of \$1,015.00 in any one (1) day, if there are sufficient funds in your account.
- You may make 20 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$2,015.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Offline limits are \$215.00 for ATM withdrawals and \$315.00 for POS.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft/checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit

accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Plus, CO-OP, Interlink, NYCE, STAR networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your share draft/checking, savings, and money market accounts.
- Withdraw funds from your share draft/checking, savings, and money market accounts.
- Transfer funds from your share draft/checking, savings, and money market accounts.
- Obtain balance information for your share draft/checking, savings, and money market accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Debit Card transactions may apply:

- You may make 30 Debit Card purchases per day.
- You may purchase up to a maximum of \$5,500.00 per day.
- You may make 20 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$1,015.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 30 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$5,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Offline limits are \$315.00 for ATM withdrawals and \$1,515.00 for POS.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. Call 24.** If we approve Call 24 for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Call 24 to:

- Withdraw funds from your share draft/checking, savings, loan, and money market accounts.
- Transfer funds from your share draft/checking, savings, loan, and money market accounts.
- Obtain balance information for your share draft/checking, savings, loan, and money market accounts.
- Make loan payments from your share draft/checking, savings, loan, and money market accounts.
- Access your MoneyMaster account.
- Determine the last 15 deposits to your share draft/checking account.

Your accounts can be accessed under Call 24 via a touch-tone telephone only. Call 24 service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The following limitations on Call 24 transactions may apply:



- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

#### **d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (1) your employer, (2) the Treasury Department or (3) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or share draft/checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or share draft/checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your share draft/checking, savings, loan, and money market accounts.
- Transfer funds from your share draft/checking, savings, loan, and money market accounts.
- Obtain balance information for your share draft/checking, savings, loan, and money market accounts.
- Make loan payments from your share draft/checking, savings, loan, and money market accounts.
- Access your MoneyMaster & HELOC accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share draft/checking and savings accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Transfers from savings, share draft/checking and money market accounts to other NGFCU member accounts and to/from own external account

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**g. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Withdraw funds from your share draft/checking, savings, loan, and money market accounts.
- Transfer funds from your share draft/checking, savings, loan, and money market accounts.
- Obtain balance information for your share draft/checking, savings, loan, and money market accounts.
- Make loan payments from your share draft/checking, savings, loan, and money market accounts.
- Access your MoneyMaster & HELOC accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share draft/checking and savings accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Transfers from savings, share draft/checking and money market accounts to other NGFCU member accounts and to/from own external account

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**h. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft/checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- Maximum payment amount of \$9,999.99 per payee per day.

**2. TRANSFER LIMITATIONS** — For all savings, club and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

**3. CONDITIONS OF EFT SERVICES** —

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share draft/checking and savings or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that 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 a transaction was made with your card or card number without your permission and was a Visa debit card transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card. You may be liable up to \$50.00 for all other unauthorized Visa debit card transactions, including if you were negligent in the handling of your account or card.

For all other EFT transactions involving a card or access code other than a debit card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

**310.332.2936**  
**866.839.3485 (lost/stolen)**

or write to:

**Northrop Grumman Federal Credit Union**  
**PO Box 47009**  
**Gardena, CA 90247**

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

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 310.332.2936. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS** — Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share draft/checking and savings accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Call us at:

**310.332.2936**

or write to:

**Northrop Grumman Federal Credit Union  
PO Box 47009  
Gardena, CA 90247**

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

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

We will determine whether an error has occurred within ten (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 ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of California, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. 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 postjudgment collection actions.

# **Funds Availability Policy Disclosure**

This disclosure describes your ability to withdraw funds from all your accounts at Northrop Grumman Federal Credit Union except for funds deposited to certificate accounts. We reserve the right to delay the availability of funds deposited to certificate accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Northrop Grumman Federal Credit Union. The term "check" means check or share draft, as applicable.

**1. YOUR ABILITY TO WITHDRAW FUNDS** – Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. 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 the 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. Our business hours are available at the Credit Union.

**2. LONGER DELAYS MAY APPLY** – In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 send 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 may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

**3. 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 \$6,725.00 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. The excess over \$6,725.00 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 \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

**4. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs)** – The first \$1,000.00 of your deposit (cash or checks) made at an automated teller machine (ATM) will be available immediately. The remaining funds from your deposit will not be available until the second business day after the day of your deposit.

**5. REMOTE DEPOSIT CAPTURE (RDC) AVAILABILITY** – For availability of funds made through RDC, refer to the Credit Union's Remote Deposit Terms and Agreement.



# Truth-in-Savings Disclosure



## **Regular Share Account; Youth Launch Savings; IRA Accumulation Account**

### **Rate information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

### **Compounding and crediting:**

Dividends are compounded and credited monthly.

### **Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

### **Minimum balance requirements:**

The minimum balance required to open this account is \$5.00

The minimum balance to earn stated dividends is \$5.00

You must maintain a minimum daily balance of \$100.00 combined balance in all share accounts to avoid a quarterly account maintenance fee. If, during any calendar quarter, your account balance falls below the required minimum daily balance, your account will be subject to a quarterly account maintenance fee of \$6.00 for the quarter. This fee will not apply if you have an outstanding loan with us.

### **Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

### **Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **Transaction limits:**

IRS limitations will apply to IRA Accumulation Accounts.

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

### **Fees and charges:**

Fees and charges with this account are contained in the "Schedule of Fees."

## **Holiday Club Account**

Holiday Club year runs from November 1 through October 31 of the following year.

### **Rate Information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

### **Compounding and crediting:**

Dividends are compounded and credited monthly.

### **Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

### **Minimum balance requirements:**

The minimum balance required to open this account is \$25.00

The minimum balance required to earn stated dividends is \$5.00

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

Account requires a minimum transfer into the account of \$20.00 per month or \$5.00 per week from your Regular Share, Share Draft, or Money Market account.

The accumulated funds, except for \$5.00 which will remain in the Holiday Club, will be transferred into your Regular Share account during the first week of November each year. The designated transfers will continue uninterrupted until you notify us in writing to make a change.

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

**Fees and charges:**

There will be a \$5.00 fee charged for any withdrawal between January 1 through October 31 each club year. No fee is charged for the first two withdrawals made between November 1 through December 31.

**Share Draft Account****Rate Information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

**Compounding and crediting:**

Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00

The minimum balance required to earn stated dividends is \$1.00

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Fees and charges:**

Fees and charges with this account are contained in the "Schedule of Fees."

**Youth Journey Checking****Rate information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

**Compounding and crediting:**

Dividends are compounded and credited monthly.

**Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow

this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00

The minimum balance to earn stated dividends is \$1.00

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Limitations:**

Must be between 13-17 years old.

**Fees and charges:**

Fees and charges with this account are contained in the "Schedule of Fees."

**Money Market Account**

**Rate information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

**Compounding and crediting:**

Dividends are compounded and credited monthly.

**Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00

The minimum balance to earn stated dividends is \$2,500.00. If your balance falls below \$2,500.00, your account will earn the Regular Share account dividend rate.

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure or reclassification by the credit union.

**Fees and charges:**

Fees and charges with this account are contained in the "Schedule of Fees."

**IRA Money Market Account**

**Rate information:**

The dividend rate and annual percentage yield are variable. We may change rate and yield for your account at any time as determined by the credit union board of directors.

**Compounding and crediting:**

Dividends are compounded and credited monthly.

**Dividend period:**

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00.

The minimum balance to earn stated dividends is \$2,500.00. If your balance falls below \$2,500.00, your account will earn the Regular Share account dividend rate.

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure or reclassification by the credit union.

**Fees and charges:**

Fees and charges with this account are contained in the "Schedule of Fees."

**Youth Boost 12-Month Certificate****Rate Information:**

You will be paid the disclosed rate until maturity. The rate will not change during the term of the account.

**Compounding and crediting:**

Dividends are compounded and credited monthly.

**Dividend period:**

For this account type, the dividend period is monthly. You will also be paid dividends at maturity.

**Minimum balance requirements:**

The minimum balance required to open this account is \$250.00.

The minimum daily balance to earn stated dividends is \$25.00

**Balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Early withdrawal penalties (a penalty may be imposed for principal withdrawals before maturity) - The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty. In addition, if your balance is below the required minimum balance to open the account, the certificate account will be closed and the remaining balance will be transferred to your Regular Share Account or Youth Launch Account.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Annual Percentage Yield:**

The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Renewal of Account/Grace period:**

This account will automatically renew at maturity for the same time period as the original term at rates available at the time of maturity unless you withdraw all of the funds in your account at maturity or within a grace period of ten (10) calendar days after maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity. We can prevent renewal if we provide you a notice at least 30 calendar days before the maturity date. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account at the regular share rate. Upon the member's reaching age 18, the account will mature on the member's 18th birthday and will be deposited into the Regular Share Account or Youth Launch Account.

**Limitations:** Maximum balance for the account is \$40,000. Upon reaching a \$40,000 balance, dividends will no longer accrue.

**Additional Deposits:** Additional deposits are permissible. Minimum additional deposits must be made in \$25 increments and may be made at any time during the life of the certificate.

**Certificate Account**

**(Terms: 6-month, 12-month, 24-month, 30-month,  
36-month, 48-month, 60-month, 84-month)**

**Rate Information:**

You will be paid the disclosed rate until maturity. The rate will not change during the term of the account.

**Compounding frequency:**

Dividends are compounded and credited monthly and at maturity.

**Dividend period:**

For this account type, the dividend period is monthly.

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00 (\$40,000.00 for a Bonus Certificate)

The minimum daily balance required to earn stated dividends is \$2,500.00 (\$40,000.00 for a Bonus Certificate).

**Daily balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Bonus "Laddered" Certificate Account:**

A member may initiate a defined "Laddered" certificate program by splitting the funds on deposit with the Credit Union into a minimum of three (3) different maturity certificates. When each of the shorter term certificates matures, it will be renewed for a term equal to the longest term represented in the defined "Ladder." When a certificate is renewed it will be set up to receive the prevailing dividend rate at the time of renewal. For example, a "Laddered" certificate account program that is initiated with a one-year certificate, a two-year certificate and a three-year certificate will renew as follows: The one-year certificate will mature in one year and will be renewed as a three-year certificate at the prevailing rate for a three-year certificate. The two-year certificate will mature in two years and will be renewed as a three-year certificate at the prevailing rate for a three-year certificate. In this scenario, the three accounts will then mature one year apart as long as the defined "ladder" program remains active. **BONUS:** As in all certificate accounts, you may receive a higher dividend rate on each certificate account included in a defined "ladder" since the combined initial balances of those accounts must total forty thousand dollars (\$40,000.00) or more. **NOTE:** If the aggregate balance of the certificates that qualified you for a bonus in a "Laddered" program drops below forty thousand dollars (\$40,000.00), you will lose the dividend bonus, and the stated dividend rates will be reduced accordingly on each of the individual certificates that are included within the defined "ladder."

**Early withdrawal penalties:**

A penalty may be imposed for principal withdrawals before maturity –

- If your account has an original maturity of 12 months or less:
  - o The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty. In addition, if your balance is below the required minimum, the certificate will be closed and the remaining balance will be transferred to your Regular Share Account.

- If your account has an original maturity of more than 12 months:
  - o The penalty we may impose will equal 182 days dividends on the amount withdrawn subject to penalty. In addition, if your balance is below the required minimum, the certificate will be closed and the remaining balance will be transferred to your Regular Share Account.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

#### **Annual Percentage Yield:**

The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

#### **Renewal of Account/Grace Period:**

This account will automatically renew at maturity for the same time period as the original term at then current rate unless you withdraw all of the funds in your account at maturity or within a grace period of ten (10) calendar days after maturity. If the product no longer exists, your account will mature into a similar product unless you instruct us otherwise. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity. We can prevent renewal if we provide you a notice at least 30 calendar days before the maturity date. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account at the regular share rate.

### **IRA Certificate Account** **(Terms: 12-month, 24-month,** **36-month, 48-month, 60-month, 84-month)**

#### **Rate Information:**

You will be paid the disclosed rate until maturity. The rate will not change during the term of the account.

#### **Compounding frequency:**

Dividends are compounded and credited monthly and at maturity.

#### **Dividend period:**

For this account type, the dividend period is monthly.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00 (\$40,000.00 for a Bonus Certificate)

The minimum daily balance required to earn stated dividends is \$2,500.00 (\$40,000.00 for a Bonus Certificate).

#### **Daily balance computation method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

#### **Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### **Rate Information:**

You will be paid the disclosed rate until maturity. The rate will not change during the term of the account.

#### **Bonus "Laddered" Certificate Account:**

A member may initiate a defined "Laddered" certificate program by splitting the funds on deposit with the Credit Union into a minimum of three (3) different maturity certificates. When each of the shorter term certificates matures, it will be renewed for a term equal to the longest term represented in the defined "Ladder." When a certificate is renewed it will be set up to receive the prevailing dividend rate at the time of renewal. For example, a "Laddered" certificate account program that is initiated with a one-year certificate, a two-year certificate and a three-year certificate will renew as follows: The one-year certificate will mature in one year and will be renewed as a three-year certificate at the prevailing rate for a three-year certificate. The two-year certificate will mature in two years and will be renewed as a three-year certificate at the prevailing rate for a three-year certificate. In this scenario, the three accounts will then mature one year apart as long as the defined "ladder" program remains active. **BONUS:** As in all certificate accounts, you may receive a higher dividend rate on each certificate account included in a defined "ladder" since the combined initial balances of those accounts must total forty thousand dollars (\$40,000.00) or more. **NOTE:** If the aggregate balance of the certificates that qualified you for a bonus in a "Laddered" program drops below forty thousand dollars (\$40,000.00), you will lose

the dividend bonus, and the stated dividend rates will be reduced accordingly on each of the individual certificates that are included within the defined "ladder."

**Transaction limitations:**

The maximum annual contribution to your IRA is defined by regulation. See your tax professional to determine your maximum contribution limit.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited during the term of the certificate before it matures without incurring a penalty. Dividends are only available for withdrawal after being posted to the account.

**Early withdrawal penalties:**

A penalty may be imposed for withdrawals before maturity

- If your account has an original maturity of 12 months or less:
  - o The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty. In addition, if your balance is below the required minimum, the IRA Certificate will be closed and the remaining balance may be transferred to an IRA Accumulation Account.
- If your account has an original maturity of more than 12 months:
  - o The penalty we may impose will equal 182 days dividends on the amount withdrawn subject to penalty. In addition, if your balance is below the required minimum, the IRA Certificate will be closed and the remaining balance may be transferred to an IRA Accumulation Account.

**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 59 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.

**Annual Percentage Yield:**

The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Renewal of Account/Grace Period:**

This account will automatically renew at maturity for the same time period as the original term at then current rate unless you withdraw all of the funds in your account at maturity or within a grace period of ten (10) calendar days after maturity. If the product no longer exists, your account will mature into a similar product unless you instruct us otherwise.

You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity. We can prevent renewal if we provide you a notice at least 30 calendar days before the maturity date. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account at the regular share rate.

**Common Features for All Deposit Accounts****Transaction limitations:**

We reserve the right to at any time require not less than 60 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

In addition, we may place limitations on the account until your identity is verified.

**Nature of dividends:**

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.



**Rates and Fees:**

Please refer to our separate rate sheet for current dividend rate and annual percentage yield information and to our Schedule of Fees for additional information about charges.

**Checks and withdrawal rules:**

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Check Storage and Copies:**

You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

# **Substitute Checks and Your Rights**

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

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

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

### **What are my rights regarding substitute checks?**

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

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

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

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

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: Box Number 47009

Gardena, CA 90247-6809

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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

# Federal Privacy Policy

## FACTS

### WHAT DOES NORTHROP GRUMMAN FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number</li> <li>• Account balances and transaction history</li> <li>• Credit history and payment history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Northrop Grumman Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Northrop Grumman FCU share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes - information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For our nonaffiliates to market to you	Yes	Yes

### Questions?

Call 800.633.2848 or go to [www.ngfcu.us](http://www.ngfcu.us)

Who we are	
Who is providing this notice?	Northrop Grumman Federal Credit Union

What we do	
How does Northrop Grumman FCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Northrop Grumman FCU collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<ul style="list-style-type: none"> <li>• Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>• We do not have any affiliates</li> </ul>
Nonaffiliates	<ul style="list-style-type: none"> <li>• Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>• Life insurance</li> <li>• Dental and health insurance</li> <li>• Debt cancellation products</li> </ul>
Joint Marketing	<ul style="list-style-type: none"> <li>• A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>• Northrop Grumman FCU does not jointly market</li> </ul>

Who we are
<p>Identity theft continues to be a threat. If you become a victim of identity theft, you should report the theft to all of the following: the creditors of any accounts that were tampered with or opened; the fraud department of all three credit reporting agencies; your local police or police in the community where the theft occurred; and the Federal Trade Commission at their toll-free number 877.438.4338.</p>

# California Privacy Policy

## CALIFORNIA CONSUMER PRIVACY ACT PRIVACY POLICY

We are required to provide California residents with a comprehensive description of our online and offline privacy policy and practices regarding the collection, use, disclosure, and retention of your personal information (our "Information Practices"); to inform you of your rights regarding your personal information; and to provide you with any information necessary for you to exercise those rights.

### Your Rights Regarding Your Personal Information

- 1. Right to Know.** You have the right to know the personal information that we collect, use, and disclose about you, including the categories of personal information; the categories of sources from which the personal information is collected; the business or commercial purpose for collecting personal information; the categories of third parties to whom we disclose personal information; and the specific pieces of personal information that we have collected about you. Subject to certain exceptions, we will provide you with all of your personal information that we have collected or maintained. This will include any personal information that our service providers or contractors have collected pursuant to their written contract with us.
- 2. Right to Delete.** You have the right to request us to delete any personal information that we have collected about you. Subject to certain exceptions, we will delete the personal information that we have collected about you from our records, and we will direct any service provider or contractor to delete your personal information from their records.
- 3. Right to Correct.** You have the right to request us to correct any inaccurate personal information that we maintain about you. Subject to certain exceptions, we will correct the personal information that we maintain about you on our existing system, and we will direct any service provider or contractor that maintain the personal information at issue pursuant to their written contract with us to make the necessary corrections on their systems.
- 4. Right to Not Receive Discriminatory Treatment.** You have the right not to receive discriminatory treatment by us for the exercise of privacy rights conferred by the California Consumer Privacy Act ("CCPA"). A price or service difference is discriminatory and prohibited if we treat you differently because you exercised a right conferred by the CCPA or its issuing regulations. A price or service difference is non-discriminatory if it is reasonably related to the value of your data.

### Types of Personal Information

#### Collected Personal Information

**Categories of Personal Information.** We collected the following categories of personal information in the preceding 12 months:

Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers  
Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

#### Characteristics of protected classifications under California or federal law

Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

#### Biometric Information

Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement.

#### Geolocation Data

Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information  
Professional or Employment-Related Information  
Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act.



Inferences drawn from any of the information to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

**Categories of Sources.** We collected your personal information from the following type of people or entities:

- Direct from the consumer
- Our Website ([www.ngfcu.com](http://www.ngfcu.com)) and your use of Applications on your mobile device
- The use of Cookies and Other Online Tracking Technology

We, our service providers, or other companies we work with may deploy and use cookies, web beacons, local shared objects, and other tracking technologies for various purposes, such as fraud prevention and to promote our products and services to you. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online services. "Cookies" are small amounts of data a website can send to a visitor's web browser. They are often stored on your device to help track your areas of interest. Cookies may also enable us, our service providers, or other companies we work with to relate your use of our online services over time to customize your experience. Most web browsers allow you to adjust your browser settings to decline or delete cookies, but doing so may degrade your experience with our online services. Clear GIFs, pixel tags, web beacons, or similar technologies may be used on our sites and in some of our digital communications (such as email or other marketing messages). They may also be used when we send you advertisements, or you otherwise interact with advertisements outside of our online services. These are principally used to help recognize users, assess traffic patterns, and measure site or campaign engagement. Local Shared Objects, sometimes referred to as "flash cookies" may be stored on your hard drive using a media player or other software installed on your device. Local Shared Objects are similar to cookies in terms of their operation but may not be managed in your browser in the same way. "First party" cookies are stored by the domain (website) you are visiting directly. They allow the website's owner to collect analytics data, remember language settings, and perform useful functions that help provide a good experience. "Third-party" cookies are created by domains other than the one you are visiting directly, hence the name third-party. They may be used for cross-site tracking, retargeting and ad-serving.

**Cookies generally fall into the following general categories:**

• **Essential Cookies:**

These are technically necessary to provide website functionality. They are a website's basic form of memory, used to store preferences selected users on a given site. They are essential to a website's functionality and cannot be disabled by users. For example, an essential cookie may be used to prevent users from having to log in each time they visit a new page in the same session.

• **Performance and Function Cookies:**

These are used to enhance performance and functionality but are not essential to its use. Without these cookies, certain functions (like videos) may become unavailable.

• **Analytics and Customization Cookies:**

These track user activity so website owners can better understand how their site is being accessed and used.

• **Advertising Cookies:**

These are used to customize a user's ad experience on a website. Using the data collected from these cookies, websites can prevent the same ad from appearing again and again, remember user ad preferences, and tailor which ads appear based on a user's online activities.

**Business or Commercial Purposes.** We collected your personal information for these business or commercial purposes:

Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution  
Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers

**Personal Information Is Not Sold or Shared.** We have not sold or shared your personal information to any third parties in the preceding 12 months.

## Disclosed Personal Information

**Categories of Personal Information.** We disclosed the following categories of personal information to third parties in the preceding 12 months:

Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers  
Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

### Characteristics of protected classifications under California or federal law

Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement.

### Geolocation Data

Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information Professional or Employment-Related Information

Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act.

**Categories of Third Parties.** For each type of personal information identified above, we disclosed that type of information to the following third parties:

Personal Information	Third Parties
Identifiers	<ul style="list-style-type: none"><li>• Our third-party service providers</li><li>• Advertising networks</li><li>• Internet service providers</li><li>• Non affiliates for joint marketing agreements</li><li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li></ul>
Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual	<ul style="list-style-type: none"><li>• Our third-party service providers</li><li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li></ul>
Characteristics of protected classes or groups under state or federal law	<ul style="list-style-type: none"><li>• For regulatory reporting purposes</li><li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li></ul>
Commercial information	<ul style="list-style-type: none"><li>• Our third party service providers</li><li>• Agencies for recording liens and securing collateral</li><li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li></ul>
Internet or other electronic network activity information	<ul style="list-style-type: none"><li>• For marketing purposes</li><li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li></ul>

Personal Information	Third Parties
Geolocation data	<ul style="list-style-type: none"> <li>• Third party service providers</li> <li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li> </ul>
Audio, electronic, visual, thermal, olfactory, or similar information	<ul style="list-style-type: none"> <li>• Third party service providers</li> <li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li> </ul>
Professional or employment-related information	<ul style="list-style-type: none"> <li>• Third party service providers</li> <li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li> </ul>
Education information	<ul style="list-style-type: none"> <li>• Third party service providers</li> <li>• Third parties to comply with legal requirements such as demands from subpoenas or court orders; to verify or enforce our terms of use or other rights; to address fraud, security, or technical issues; or to respond to emergencies</li> </ul>

**Business or Commercial Purposes.** We disclosed your personal information for these business or commercial purposes:

Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution

#### How to Submit A Request Regarding Your Personal Information

You can submit to us a verifiable request to know, request to delete, or request to correct your personal information. We will verify that you are the person who we have collected information about by requiring you to provide a current, government issued ID such as a driver's license or passport. At our discretion, we may choose to ask you account verifying questions in addition or as a substitute for providing your photo ID.

#### Access to Specific information.

If exceptions do not apply, you or your authorized representative have the right to request this information twice in a 12-month period. The information we provide will cover the previous 12-month period.

If the request is valid and authorized, we will disclose the following to you or your representative.

- Categories of personal information we have collected about you,
- The categories of sources of the personal information collected about you, and
- Our business or commercial purpose for collecting such information.

#### Right to Delete Personal Information.

Since we are a federally-chartered financial institution, information obtained in the course of its business is subject to the Federal Gramm-Leach-Bliley Act, Consumer Financial Protection Bureau Regulation P (12 CFR Part 1016), the California Financial Information Privacy Act (California Financial Code 4050 et seq) and other federal/state laws that require information be maintained for specific periods of time. Records subject to these laws and regulations cannot be deleted upon consumer request, but only after record retention requirements for specific laws and regulations. In some cases, the information must be permanently retained.

Also, we share the information with credit reporting agencies in accordance with the Federal Fair Credit Reporting Act and various state laws. This information is also not subject to deletion requests.

Since the we do not sell personal information, there is no right to delete or opt-out of the sale of personal information.

**Receipt of Requests.** No later than 10 business days after receiving your request(s), we will confirm that we received your request(s) and provide you with information on how we will process your request(s). We will respond to your request to know, request to delete, or request to correct no later than 45 calendar days after receiving your request(s). If we cannot verify your identity within this time period, we may deny your request(s) in whole or in part and will inform you that your identity cannot be verified. If we need more time, we will inform you of the reason for the delay during this time period and may extend the time to respond up to an additional 45 calendar days. Our response will cover the 12-month period preceding our receipt of your request.

You can submit your request to know, request to delete, and request to correct by calling us toll-free at 800.633.2848 for our Call Center. You can also submit your request(s) by using any of the following methods:

Visiting our online form at: [ngfcu.com](http://ngfcu.com)

Mailing a request to: NGFCU California Privacy Request Attn: Compliance Department.

Box 47009

Gardena, CA 90247

**Authorized Agents.** We may allow an authorized agent to make a request to know, request to delete, or request to correct on your behalf. We may require written proof that you have given the agent permission to submit a request on your behalf, require the agent to verify their identity with us, or require you to confirm with us that you have provided the agent permission to submit the request. If you are an authorized agent, you may make these requests by following these instructions: we reserve the right to determine if the representative has your specific permission to request this information on your behalf

### **Contact Information**

For information about our privacy policy and Information Practices, you can contact us by calling us at 800.633.2848, and ask to speak with the Chief Compliance Officer regarding our privacy policy.

### **Additional Information**

The sharing of this information is permitted by both federal and state law for the purposes of completing transactions requested by the consumer. Examples of such sharing to complete transactions include providing name, address and similar information to check printing companies for printing consumer's checks, informing a business that the consumer has/has not available funds when using a debit or credit card to pay for a transaction, sharing required information with a state's motor vehicle department to obtain certificate of title showing consumer's ownership of a vehicle.

### **NOTICE AT COLLECTION**

We are required to provide California residents with timely notice, at or before the point of collection, about the categories of personal information to be collected from you and the purposes for which the personal information is collected or used. For example, upon receiving the Notice at Collection, you can use the information in the notice as a tool to choose whether to engage with us, or to direct us not to sell or share your personal information and to limit the use and disclosure of your sensitive personal information, if applicable. We will not collect additional categories of personal information or use personal information collected for additional purposes that are incompatible with the disclosed purpose for which the personal information was collected without providing you prior notice. Our privacy policy can be found at [www.ngfcu.com](http://www.ngfcu.com).

**Categories of Personal Information.** The following categories of personal information are to be collected:

Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers  
Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

Characteristics of protected classifications under California or federal law

Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies

Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement

Geolocation Data

Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information Professional or Employment-Related Information

Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act

We will retain each category of personal information for as required by law.

**Purpose for Collection.** The purpose(s) for which the categories of personal information identified above are collected or used include:

- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution
- Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers
- Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards
- Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the institution, provided that the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the institution.

