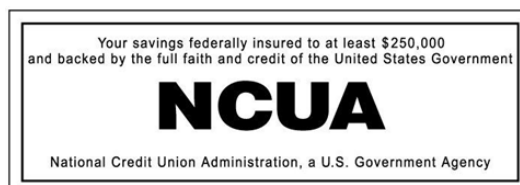


CineFi[®] Member Account Agreement and Disclosure

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Retain This Important Document for Your Records

In the following Member Account Agreement and Disclosure ("Agreement"), the words "I," "me," "mine," "my," "us," "they," "we," and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement as a result of opening one or more account(s) with you. The words "you," "your," "yours," "CineFi," and "Credit Union" mean CineFi, a division of First Entertainment Credit Union.

This Agreement governs my accounts with you and related services, and replaces all prior agreements with CineFi regarding them. By opening my account or using my account or any service you provide, I will be considered to have received and agreed to this Agreement.

I should retain a copy of this Agreement (and any information that CineFi provides me regarding changes to this Agreement) for as long as I maintain my account with you.

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 ME: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

PART I: BINDING ARBITRATION CONSENT AND AGREEMENT

BINDING ARBITRATION CONSENT AND AGREEMENT: You and I agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to my accounts, the products and services you provide, or my relationship with you (hereafter referred to as the "Claims"). In furtherance thereof, the complaining party shall: 1) provide the defending party at least 30 days written notice of the Claim signed by the person bringing the Claim explaining in reasonable detail the nature of the Claim and any supporting facts; and 2) schedule an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If we are unable to resolve the Claim after exhausting the pre-dispute resolution process noted herein, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement, even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or me, be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org. Either you or I may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR I ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, I WILL GIVE UP MY RIGHT TO GO TO COURT TO ASSERT OR DEFEND MY RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. I acknowledge that this Binding Arbitration Consent and Agreement does not prevent me from submitting any issue relating to my accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity seeking relief on my behalf. This Arbitration Agreement shall not apply to: (i) Claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary

jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against “covered borrowers” under the Military Lending Act; (iii) any other Claims where arbitration is prohibited by law.

By consenting to BINDING ARBITRATION, I understand and agree with the following terms:

- **SELECTION OF ARBITRATOR**: If either you or I elect to resolve a Claim through binding arbitration, my rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and I do not agree on a substitute forum, then I can select the appropriate forum for the Claim.
- **EFFECTIVE DATE**: This Binding Arbitration Consent and Agreement is effective upon the sixty-first (61st) day after you provide this Binding Arbitration Consent and Agreement to me (“Effective Date”) unless I opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below,
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE: THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **ARBITRATION PROCEEDINGS**: The arbitration shall be conducted within 50 miles of my residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator can award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. You shall pay for any filing, administration, and arbitrator fees imposed on me by the AAA. However, I will be responsible for my own attorney’s fees, unless I prevail on my Claim in the arbitration, in which case, you will pay my attorney’s fees. However, if you prevail, then I will not be required to pay your attorneys’ fees and cost. Any determination as to whether this Binding Arbitration Consent and Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, that the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- **CLASS ACTION WAIVER**: ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- **AMENDMENT/TERMINATION**: You reserve the right to amend or terminate this Binding Arbitration Consent and Agreement, subject to an additional right to opt out, provided that you notify me in writing at least sixty (60) days prior to such amendment or termination taking effect. Notwithstanding anything in this Agreement to the contrary, any amendment or termination of this Binding Arbitration Consent and Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.
- **LOCATION**: The place of arbitration shall be within fifty (50) miles of my residence at the time the arbitration is commenced.

- **COSTS**: I understand you will pay for any filing, administration, and arbitrator fees as imposed on me by AAA. However, I will be responsible for my attorneys' fees, unless I prevail on the merits of my Claim in arbitration.
- **ATTORNEYS' FEES**: If I prevail on the merits of my Claim in arbitration, you will pay my attorneys' fees. I will not be required to pay your attorneys' fees if you prevail.
- **SEVERABILITY**: In the event that the Class Action Waiver in this Binding Arbitration Consent and Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Consent and Agreement will be unenforceable. If any provision in this Binding Arbitration Consent and Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **SURVIVAL**: This Binding Arbitration Consent and Agreement will survive termination of the Agreement.

RIGHT TO OPT-OUT:

I have the right to opt-out of this Binding Arbitration Consent and Agreement, provided that I notify you of my intent to opt-out within 60 days after you become a member of CineFi or open an online profile with CineFi. My opt-out is only effective if I notify you in writing via chat or secure message through Digital Banking at www.cinefi.com or via the CineFi mobile app within such sixty (60) day time period. If I fail to opt-out within this sixty (60) day time period, I will be deemed to have provided my consent to the resolution of my Claims through binding arbitration. In the event I opt-out of this Binding Arbitration Consent and Agreement, such opt-out will not affect other terms and conditions of my Agreement.

For more details, or if I have questions, I may send you a chat or secure message through Digital Banking at www.cinefi.com or through the CineFi mobile app. If I have general questions about American Arbitration Association (AAA) procedures, I should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

PART II: TRUTH-IN-SAVINGS AGREEMENT & DISCLOSURE PAYMENT OF DIVIDENDS

DIVIDEND RATES:

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, California law and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all accounts, the Dividend Rate and Annual Percentage Yield (APY) may change daily as determined by the Credit Union. For specific Dividend Rate(s) and APYs for each type of dividend bearing account, I will refer to www.cinefi.com. I may also obtain current rate information via chat or secure messaging through Digital Banking at www.cinefi.com.

For all dividend bearing accounts, dividends will be compounded and credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example, is January 31.

If I close any account before dividends are credited, I will not receive the accrued dividends.

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.

Dividends will begin to accrue on the business day I deposit cash or noncash items (e.g., checks) into my account.

TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. I must be and remain a member in good standing to maintain any account.
2. Your delay in enforcing any of the terms and conditions of this Agreement will not prohibit you from enforcing such terms and conditions at a later date. Any waiver by you shall not be deemed a waiver of other rights or of the same rights at another time. I hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.
3. Except as otherwise provided herein, you reserve the right to change any provision of or establish new provisions to this Agreement upon thirty (30) days written notice to the extent required by applicable law. This includes, without limitation, making changes to my accounts and services, the related fees, rates, balance and rate computation methods, as well as discontinuing or replacing such accounts and services at your discretion, and making changes to further clarify the terms of your products and services. You also reserve the right to amend other forms and/or disclosures provided to me in connection with my account.
4. To become a member, I must meet eligibility criteria, pay a \$1.00 membership entrance fee, and open a deposit or loan account. The deposit or loan account may be a joint account, but each member must pay an individual entrance fee. This fee may be paid for or reimbursed to me by the credit union as part of a promotional offer, which may change from time to time.
5. Once I have qualified for membership, opened a deposit or loan account, and paid the membership entrance fee, I will be considered a member of the Credit Union.
6. If I close my deposit/share accounts and do not have a loan, I understand I am withdrawing from membership, and I will have to apply, qualify, and open new accounts to become a member again.
7. Dividend rates and Annual Percentage Yields (APY) may change at any time as determined by the Credit Union.
8. I must maintain a minimum daily balance of at least \$.01 in my accounts each day to obtain the disclosed APY, if applicable. No dividends will be paid on balances below \$.01.
9. You may, at your discretion, but are not obligated to, nor will you be liable for, refuse to pay funds from this account:
 - a. When such payment would draw the account below the minimum balance for the account as established from time to time by you.
 - b. If drawn by means not authorized in advance by you.
 - c. If drawn by means of check or electronic check.
10. I understand that checks drawn on CineFi accounts are not offered or supported, including checks produced by third parties using routing and account information.

11. You may pay and charge to my applicable account debit items ("items") drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account. This authority will remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you will be fully protected. I further agree that if any such items are dishonored, whether with or without cause, and whether intentionally or inadvertently, you will be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to me of any kind.
12. My death or incompetence will not revoke your authority to accept or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it.
13. We will notify you if any of us die or become incapacitated.
14. In the event of wrongful dishonor which occurs by mistake, your liability will be limited to actual damages I prove.
15. You are neither given notice, nor otherwise affected by, a restrictive endorsement of any person or entity except your immediate transferor.
16. You may recognize the signature of anyone who is listed as an account owner and who is authorized to transact any business on this account. Each account owner is jointly and severally responsible for payments created by us whether or not we participate in the transaction or benefit from its proceeds.
17. Funds in accounts may not be pledged by any owner(s) as security for any loan(s).
18. You may refuse to follow any of my instructions, accept any deposit, or process any transaction, that in your sole judgment is/are illegal, fraudulent, inconsistent with your policies, or those of any of your third-party processors, or that would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take any action in accordance with my, or what purports to be my, oral, written or electronic instructions.
19. I authorize you to accept a deposit to my account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit. The Credit Union may also refuse to accept all or any part of any deposit.
20. You reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account. There are many reasons why you may decline or prevent transactions to or from my account, but you generally do it to protect you or me, or to comply with legal requirements. You may decline or prevent any or all transactions to or from my account. You may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from my account, or you may place an administrative hold on funds in my account pending investigation, including one or more of the following circumstances: (1) my account is involved in any legal or administrative proceeding; (2) you receive conflicting information or instructions regarding account ownership, control or activity; (3) you suspect that I may be the victim of fraud, scam or financial exploitation, even though I have authorized the transaction(s); (4) you suspect that any transaction may involve illegal activity or may be fraudulent; (5) you are complying in your sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and anti-money laundering rules, and/or with your policies adopted to ensure that you comply with those laws; or (6) you reasonably believe that doing so is necessary to avoid a loss or reduce risk to you. You may also limit cash deposits to, or withdrawals from,

any of my accounts, or who may make deposits, in order to reduce risk and/or allow you to comply with applicable law. You will have no liability for any action you take under this section.

21. All payees listed on a check must sign the check that is deposited, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, I authorize you, in your discretion, to accept checks and other items for deposit into any of my accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. I authorize you to supply missing endorsements of any account owners on any item that you take for collection, payment, or deposit to my account. I also authorize you to collect any unendorsed item that is made payable to me without first supplying my endorsement, provided the item was deposited to my account. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorser to be present, have valid identification, or to have their endorsements guaranteed before you accept the item. I understand that CineFI does not accept eChecks for deposit.
22. You may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non -U.S. item"). If you accept any such item for deposit or collection, I accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. I agree that you may use your current buying and selling rate, as applicable when processing a non-U.S. item and may recover from any account I maintain with you any loss incurred by you as a result of your processing such an item for me. You reserve the right to place longer holds on non-U.S. items than the time frames specified in your Funds Availability Policy.
23. You have the right to charge back to or otherwise debit any account(s) I maintain with you for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued), even if I have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided you do not have actual knowledge that such deadline has expired or, having such knowledge, you conclude that:
24. The deposited item is returned in accordance with the laws governing my account or rule (including a clearing house rule)
25. You have received a breach of warranty claim in connection with the deposited item
26. You have the right to pursue collection of such deposited item, even to the extent of allowing the paying bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. You may, without notice to me, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless you have received instructions from me not to redeposit such deposited item. You will have no liability for taking or failing to take any action to recover payment of a returned deposited item.
27. If one of my deposited items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), you may debit my account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. You are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.
28. You need not give me any prior notification of your actions with respect to the claim. You may create substitute checks from my deposited items to facilitate the forward collection of such items. I agree to indemnify and hold you and your officers, directors, employees, affiliates, third-party service providers, and agents harmless from all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on image quality of such substitute check.

29. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If I deposit a remotely created check, I guarantee it was authorized by the account holder for payment in the amount it shows.
30. I understand and agree that you use automated means to process items against or deposited to my account. This means that you do not individually examine all of my items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains my account number, amount of check and check number. Although you may manually review items drawn on my account, I understand and agree that reasonable commercial standards do not require you to do so. Your use of automated means to process items prevents you from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, you are not required to honor any restrictive legend placed on checks I write unless you have agreed in writing to the restrictions. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee, or the funds are otherwise deposited into an account in which I have an interest.
31. I acknowledge and agree that you may, at your option, choose to create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. I further agree that electronically scanned and stored images of records will have the same effect as the original records.
32. In processing items I have deposited to my account, you act only as a collecting agent and you do not assume any responsibility beyond the exercise of ordinary care. Any deposit that you accept and credit to my account is provisional and subject to your receipt of final payment. If final payment is not received, you reserve the right to charge my account for the amount of the deposit. You are not responsible for any deposit made at an unstaffed facility (for example, an automated teller machine) until you actually receive the deposited item or money. You are not liable for the negligence or default of any third party you use for the collection of items, including responsibility for lost items. I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.
33. If a deposit or other credit is made in error to my account that I am not entitled to (whether by check, cash, automated clearing house transfer, or otherwise), I understand that you may debit my account for the amount of the erroneous deposit, and may do so without notice to me, regardless of when the original deposit took place. If I withdraw any or all of the funds erroneously deposited or credited to my account, I agree that I am obligated to reimburse you for the amount of the erroneous deposit or credit.
34. **I UNDERSTAND AND AGREE THAT ELECTRONIC DELIVERY OF STATEMENTS AND NOTICES IS A REQUIREMENT OF MEMBERSHIP AT CINEFI, AND THAT I WILL NOT RECEIVE PAPER STATEMENTS.**
Except as expressly provided otherwise in this Agreement, you will send electronically, or otherwise make available to me statements for my account, notices and other information regarding my account (collectively "account-related information") to the electronic address of the owner as reflected in your records for my account. If there is more than one owner on my account, you may send account-related information to any one of them. Account-related information made available electronically will be deemed to have been delivered when you make it available to me.

35. I will exercise reasonable care and promptness in examining my statements and must **promptly** notify you of and reimburse you for any erroneous credit to my account. Within thirty (30) days after you make statements available to me, I must notify you of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Services Agreement and Disclosure included at Part V of this Agreement will apply). For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by me, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by me. However, if I provided someone authorization to transact on my account, any transaction by that person is considered authorized even if he or she exceeded any authority I provided. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized transaction against you if you: 1) suffer a loss on the item because of my failure; or 2) pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized transaction within one (1) year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
36. Unless otherwise prohibited by the laws governing my account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, you may classify my account as "inactive." This means you may discontinue sending and may destroy account-related information sent to me until I provide a valid postal or electronic address to you.
37. Any written notice I give to you is effective when it is actually received by you. Any written notice you give to me is effective on the date you deposit such notice in the U.S. Mail, postage prepaid, and addressed to me at my mailing address, or, if I have agreed to receive notices from you in an electronic format, any notice you give to me is effective on the date you make the notice available to me in electronic format. Notice to any one account owner is considered notice to all owners of the account.
38. You agree to investigate any transaction I have reported to you as unauthorized (a "claim of unauthorized transaction").
- a. I agree to:
- i. Submit my claim of unauthorized transaction in writing to you by completing a declaration under penalty of perjury describing my claim of unauthorized transaction (in an affidavit form approved by you, if so requested);
 - ii. Complete and return to you any documents requested of me; and
 - iii. In all respects, cooperate fully with you in your investigation of my claim of unauthorized transaction.
39. You reserve the right to reverse any credit made to my account if I fail to sign such documents, cooperate fully with your investigation of my claim of unauthorized transaction or your efforts to recover funds related to my claim of unauthorized transaction or if you determine that the transaction that gave rise to my claim of unauthorized transaction was proper.
40. You or I may close any of my account(s) at any time. If an account is closed, you may send the collected balance on deposit in my account by regular mail to my most recent address shown on your records. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you, which will not affect prior transactions. Items presented for payment after the account is closed may be dishonored. You may require me to close my account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving my account; (3) there is a dispute as to the ownership of the funds in my account; or (4) you deem it necessary in order to prevent a loss to you.

41. If there is a dispute between any person and/or private or government organization over my account or the funds in any of my accounts, or you are uncertain who is entitled to access an account or the funds in any of my accounts, including, but not limited to, disputes between or relating to joint owners, payees, authorized parties, trust account beneficiaries, trust account trustees, or a payable on death account, I agree that you may, without liability to me and in your sole and absolute discretion, take one or more of the following actions:
- Restrict the account and deny access to all until such time as the conflicting claims are resolved to your satisfaction;
 - Close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address;
 - Interplead all or any portion of the funds from an account into an appropriate court for resolution; or
 - Restrict access to the account until your receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing you to distribute the funds. You may charge my account for expenses (including attorneys' fees and expenses) and fees you incur. In addition, if you receive written notice from any account owner that withdrawals in accordance with the terms of the account should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after you have had a reasonable opportunity to act thereon.
42. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me or any other owner on my account to your detriment, or to the detriment of any other accountholder. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC holds periods and/or "interest float" to your detriment.
43. In order for you to service my account or to collect any amounts I owe or any other non-marketing contact, I agree that you and your service providers may from time to time make calls and/or send text messages to me at any telephone number(s) associated with my account, including wireless telephone numbers that could result in charges to me. The manner in which these calls or text messages are made to me may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. I further agree that, in order for you to service my account or to collect any amounts I owe, you may send e-mails to me at any e-mail address I provide to you. I may revoke this consent at any time by notifying you through reasonable means, including notifying you in writing via chat or secure messaging through Digital Banking at www.cinefi.com or through the CineFi mobile app.
44. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under applicable law, you have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against any and all claims, actions, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or related to any action or inaction related to the matters described in this paragraph.
45. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement will be valid and will discharge you from liability, unless otherwise required by applicable law. You are not required to question the purpose or application of withdrawals made in accordance with this Agreement, unless you have actual knowledge of suspicious or unauthorized activity or are otherwise required to act by law or regulation.

46. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
47. You may rely solely on your records to determine the form of ownership of my account. You may presume that any person named in addition to me in your records for my account owns the funds in my account with me as a joint owner, unless your records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent account record(s) evidencing such account(s). A different form of ownership may be established only by submitting a new application or other record in a manner acceptable to you.
48. I am required to keep you informed of my current physical and email address. I agree to notify you promptly of any change of address. I may notify you via chat or secure message through Digital Banking at www.cinefi.com or through the CineFi mobile app. In the event that I fail to do this, any locator service fees paid to a person or business normally engaged in providing such service and incurred in determining my address may be charged to my account. An administrative hold may also be placed on my account if mail is returned to you.
49. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account of the obligation to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
50. All non-cash payments will be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks or other items I deposit may be delayed for several days. I will be notified if my right to withdraw funds will be delayed. I will refer to the Credit Union's Funds Availability Policy for further details.
51. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying financial institution and that return is "late" due to markings on the back of the item caused by me or a prior endorser.
52. Unclaimed property – When an account shows no owner-initiated activity (such as a deposit, withdrawal, or secure message regarding the account) for the period defined by the unclaimed property law of the state reflected in our records for that accountholder, you must turn the funds over to that state. Dormancy periods are set by each state (e.g., 3 years in California, 5 years in Georgia). Before any remittance, you will send the required notice to the address or email you have on file. After remittance, I must claim the funds directly from the state.
53. Your relationship with me concerning my account is that of debtor and creditor; no fiduciary, quasi - fiduciary, or special relationship exists between me and you.
54. I understand and agree that you must comply if you are served with any facially valid notice of garnishment or of attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to my account that you know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. I authorize you not to contest any such facially valid notice of legal process and understand that you are under no obligation to notify me of the legal process unless required by applicable law and will not notify me if prohibited by law. I understand and agree that if a facially valid subpoena or legal process requires you to release information about an owner and/or signer on an account, you must comply with such request and the information released pursuant to such legal process may include information about other owners and/or signers on the account, even if their information was not expressly requested by the subpoena.

or legal process. Any fees or expenses (including attorneys' fees and expenses) you incur in responding to any such legal process may be charged against any account I maintain with you.

55. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the time period required by law. I agree these copies may be furnished in an electronic format.
56. I understand and agree that I am not permitted to place a stop payment on a cashier's check unless the cashier's check is lost, stolen or destroyed. In the event that a cashier's check is lost, stolen or destroyed, in order to effectuate a stop payment, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement form ("Declaration of Loss") and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss is not immediately enforceable upon my submission. Specifically, I understand and agree that, pursuant to the California Uniform Commercial Code, you will not process my stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to you by me, or (2) the 90th day following the date of the cashier's check. You may, however, in your sole and absolute discretion, process my stop payment request sooner. I agree to defend, indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to your attempt to, or stopping payment on, such cashier's check.
57. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
58. It is my responsibility to protect the account numbers and electronic access devices (e.g., a debit card) you provide me for my account(s). I agree not to disclose my account number(s) to anyone unless I am willing to give them full use of my money. If I disclose my account number(s) or provide my access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, I am liable for the transfers unless you have been notified that transfers by that person are no longer authorized. My account number can also be used to electronically withdraw money from my account. For example, if I provide my account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from my account.
59. To join CineFi, in addition to providing you with my name, residential address, phone number and date of birth, you may require me to provide you with current government-issued picture identification and a Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN), or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). You will further require me to certify (confirm) for IRS reporting purposes that the SSN, ITIN, or EIN matches the name and address and indicate whether I am currently subject to backup withholding and whether I am a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by me for the account or otherwise notifies you, my account may become subject to backup withholding, which will require you to withhold and pay a portion of the dividends or other payment to the IRS.
60. Upon the death of the primary owner, you must be provided with the estate's or successor's TIN or you may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that has been earned on the account since the date of the death.

61. You may, without prior notice and when permitted by law, exercise your right of offset against any of the funds in any of my accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that I owe you, now or in the future, by any of us having the right of withdrawal.
62. This right of offset does not apply if prohibited by law. For example, you will not exercise your right of offset if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect your rights under any consensual security interest). You will not be liable for the dishonor of any check when the dishonor occurs because you offset a debt against my account. I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of your right of offset.
63. You will also have the right to place an administrative hold on such funds pending offset. You may apply all funds in a joint account to satisfy a debt owed to you by any one or more of the joint owners. In addition, you may, after the death of any account owner, setoff against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account to the maximum extent permitted by applicable state and federal law.
64. I may conduct transactions on my Credit Union account(s) at CO-OP Shared ATM locations and ATM locations that accept the Visa or Star networks. All transactions conducted at a CO-OP Shared ATM location are subject to CO-OP's operating procedures, policies, and fees. Funds deposited at CO-OP Shared ATM locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union ATM; I will refer to your Funds Availability Policy. Check holds cannot be removed by CO-OP personnel. Transactions at CO-OP Shared ATM locations are subject to this Agreement and are subject to host credit union verification. Certain transactions at CO-OP Shared ATM locations may be subject to a fee(s) charged by the Shared ATM owner.
65. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement or by law with respect to my account must be commenced within one (1) year after the cause of action accrues.
66. I agree to indemnify, defend and hold harmless First Entertainment Credit Union, CineFi, and their directors, officers, employees, members, users, agents, contractors, and affiliates from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and disbursements), claims, damages, liabilities and causes of action of third parties which I incur by acting in accordance with this Agreement or as a result of my failure to abide by its terms.
67. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law, notwithstanding any conflict-of-laws doctrines of another state or jurisdiction. However, California's choice of law rules will not be applied if that would result in the application of non-California law. I also agree to submit to the personal jurisdiction of the federal and state courts of Los Angeles County, California.
68. I agree to pay your costs of collection, including reasonable attorneys' fees and court costs, with regard to any item I deposit with you that causes you to incur a loss.
69. I agree that my telephone and electronic communications with you may be monitored and recorded to improve member service and security, and for such other purposes as disclosed in your privacy policies or other disclosures provided to me.

70. I understand that I may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information I share or information discernible from such use or sharing; and the use of such information by you does not violate my privacy or other rights.
71. To comply with federal law and ensure the security of your account, CineFi uses one or more third-party service providers to verify your identity when you open or access your account.
72. By completing an account or membership application, you authorize CineFi and its service providers (including Socure, Inc.) to collect, process, and retain information about you from one or more sources for identity verification, fraud prevention, and regulatory compliance purposes. This may include the use of your Social Security Number, device data, behavioral analytics, telecommunications data, and public or private data sources.
73. You also authorize CineFi and its service providers to use this information to confirm your eligibility for account access and to comply with our obligations under the Bank Secrecy Act (BSA) and the USA PATRIOT Act. These services are governed by CineFi's Privacy Policy and may also be subject to Socure's Privacy Notice and Terms of Service.
- 74. I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER I HAVE ADVISED YOU OF THE POSSIBILITY THAT I MAY INCUR SUCH DAMAGES.**
75. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
76. I may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
77. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION:

These rules apply to my deposit accounts depending on the form of ownership and beneficiary designation, if any, specified on the account records. You reserve the right to refuse some forms of ownership on any or all of my accounts. You may also refuse to open an account for any reason. You make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom you pay the account funds. I may open an account either by myself, referred to as an "individual account," or with another person or persons, referred to as a "multiple-party account" or a "joint account." For purposes of this Agreement, you will use the term "joint account."

1. **Individual Account.** An individual account is an account owned by me alone, which I as the account owner use during my lifetime.
2. **Joint Account.** A joint account is an account owned by two or more persons. All joint owners agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of

survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

Joint owners agree to the terms, responsibilities and accompanying liabilities of this Agreement. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Unless otherwise agreed in writing between me and you, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to you for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any ACH, debit card, or other supported transaction type; and (5) to close the account, with the disbursement of account proceeds as instructed by the joint owner. While any owner may change, add, or close a joint account and/or a service acting alone, you may require account closure to remove a joint signer from an account. All owners agree that you have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. If any owner owes you money for any reason, you may enforce your right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

3. **Payable-on-Death Designation.** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to you to the extent of any outstanding matured or unmatured debts owed to you by me, and second, to my designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by me or any joint account owner, and second, to one or more POD payees then surviving in equal and undivided shares. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries.

The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. I understand that it is my responsibility (and not yours) to inform any person or organization that he, she or it is a POD beneficiary on my account(s). If a POD beneficiary on the account dies before me, it is my responsibility to notify you and change the account accordingly.

4. **Rights at Death.**

- **Individual Account Without Payable-on-Death Designation.** Upon my death, the funds in the account will go to my estate and can be claimed by my legal representative or claimant subject to the terms of this Agreement. I understand that it is my responsibility (and not yours) to inform my legal representative(s) about my account(s) with you.
- **Individual Account With Payable-on-Death Designation.** Upon my death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of my death and the POD beneficiary's identification. If I designate more than one POD beneficiary on the account, each will be entitled to his or her (or its)

equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

- **Joint Account Without Payable-on-Death Designation.** When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. I understand that it is my responsibility (and not yours) to inform my legal representative(s) about my account(s) with you.
- **Joint Account With Payable-on-Death Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification. If I designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff 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.

For the most current dividend rates, APYs, and specific account requirements, please refer to the CineFi Rate & Fee Schedule & Truth-in-Savings Disclosure available at www.cinefi.com.

PART III: LIABILITY FOR OVERDRAFTS

GENERAL. I am responsible for keeping track of the funds in my account that are available for me to use before I make a cash withdrawal at an ATM or use my debit card for a transaction. Among other things, I should keep a running balance that reflects all of my transactions. I understand that it is imperative that I keep track of the transactions I may have authorized (such as automatic withdrawals I have authorized), as my available balance (discussed in more detail below) will not reflect these transactions until they are paid from my account.

"Overdrawing" my account means that there are not sufficient available funds in my account to pay for a transaction, but you pay it anyway. Generally, you will not allow me to overdraw my account and you will deny any transaction that takes my account negative. However, there are some transactions that can result in an overdraft on my account. These certain circumstances where the account may become overdrawn are when transactions are made while in stand-in mode; where the card is used and the merchant pre-authorizes the charge, but the preauthorization and the final debit posting amount are different (this commonly occurs at gas stations, hotels, restaurants, and other merchants), and other situations. These may overdraw the account at clearing if the account balance is not sufficient to cover the transaction, since CineFi gave the merchant authorization and, therefore, CineFi cannot return or deny the transaction. In these cases, I will need to bring the account back to a positive balance within thirty (30) days. Please refer to the AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS section below for more information.

PAYMENT OF OVERDRAFTS. You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. If you pay a transaction that overdraws my account, you are not obligated to continue paying such transactions in the future. You may pay all, some, or none of my overdrafts, without notice to me. I am liable to you to repay any overdrafts within thirty (30) days on my account whether I created them or not. If I do not pay you, and you take collection action against me, I agree to pay for your costs of collection. You may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

MY ACCOUNT BALANCE. My account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when I review my account online, or at an ATM. It is important to understand how the two balances work so that I know how much money is in my account at any given time. This section explains actual and available balances and how they work.

My actual balance is the amount of money that is actually in my account at any given time, but not all funds included in the actual balance are considered available for transactions on my account. The actual balance is also referred to as my “current balance” or “balance” on ATM screens and receipts and in Digital Banking. My actual balance reflects transactions that have posted to my account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under your Funds Availability Policy. While the term “actual” may sound as though the number I see is an up-to-date indication of what is in my account that I can spend, that is not always the case. My actual balance will not reflect any purchases, holds, pre-authorizations, fees, other charges, or deposits made on my account that have not yet posted. For example, if I have a \$50 actual balance, but I have an automatic payment that I authorized for \$40, then my actual balance is \$50 but it does not reflect the pending transaction. So, at that point, I have an actual balance of \$50, but I have already spent \$40.

My available balance is the amount of money in my account that is available to me to use. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as preauthorized debit card purchases) that CineFi has authorized but that have not yet posted to my account. For example, assume I have an actual balance of \$50 and an available balance of \$50. If I were to use my debit card at a restaurant to buy lunch for \$20, then that merchant could ask you to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, you would place a “hold” on my account for \$20 (referred to as an “authorization hold”). My actual balance would still be \$50 because this transaction has not yet posted, but my available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in my account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), you will post the transaction to my account and my actual balance will be reduced by the amount of the posted transaction and hold will be removed.

You use my available balance at the time a transaction posts to determine when my account is overdrawn. For debit card transactions involving merchant authorization holds, you look at the available balance at the time a transaction posts to determine whether the transaction results in an overdraft and potential related fees. In making this determination, you check my available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to my account. If my available balance is insufficient to pay the preauthorization amount requested by a merchant, you will decline the request. If my available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on my account in the amount of the merchant’s authorization request. If the transaction later “settles” and posts to my account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative balance (less than \$0), my account will be overdrawn by that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. My account is considered overdrawn when the available balance in my account at the time a transaction posts is negative (less than \$0). If my account is overdrawn, I will have thirty (30) days to repay you.

The following example illustrates how this works:

Assume my actual and available balances are both \$50, and I use my debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in my account, so my available balance is only \$30. My actual balance would remain \$50. Before the restaurant charge is sent to you for payment, an automatic transfer that I previously authorized for \$40 clears. Because my available balance

is only \$30 (due to the authorization hold of \$20), the \$40 automatic transfer may be denied. In this case, you may also, at your sole discretion, pay the \$40 automatic transfer, but my account will be overdrawn and need to be repaid within 30 days. In addition, when the restaurant charge is finally submitted to you for payment, you will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if I added a tip) to the restaurant. Because the amount of the restaurant charge exceeded my available balance at the time the restaurant charge “settled” (i.e., posted to my account), my account may be further overdrawn, even though the restaurant transaction was authorized and approved with a sufficient available balance.

My account is considered overdrawn when the available balance in my account is negative (less than \$0). I

ACKNOWLEDGE THAT I MAY STILL OVERDRAW MY ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT I WANT TO MAKE.

This is because my available balance may not reflect all my automatic withdrawals that I have authorized, or other outstanding transactions that have not yet been paid from my account.

In addition, my available balance may not reflect all of my debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by you and paid from my account. I will refer to the section entitled “Authorization Holds for Debit Card Transactions” below for information about how authorization holds affect my available balance.

Finally, my available balance may not reflect the most recent deposits to my account. I will refer to your Funds Availability Policy for information regarding the availability for withdrawal of my deposits.

A transaction can still result in an overdraft account even if it posts on the same day as a deposit to my account that is sufficient in amount to cover the transaction, if the deposit posts after the transaction has already posted and resulted in a negative balance or if the deposited funds are subject to a hold (please see your funds availability disclosure for information regarding holds on deposits). I acknowledge that it is my responsibility to deposit funds that are available to cover all of my transactions within sufficient time to pay such transactions.

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

- **Credits.** Most credits, or deposits, are credited to my account when you receive them. Credits are generally applied before debits for batch posting items, when scheduled to post on the same day. For some checks I deposit, only **\$275** will be made available at the time of deposit; the balance will generally be available two (2) business days later. There may be extended holds on checks over \$6,725, and/or for accounts open less than 30 days. Thus, my available balance may not reflect the most recent deposits to my account.
- **Debits.** There are several types of debit, or withdrawal, transactions. Each type of debit transaction is described generally below. I acknowledge that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.
- **ACH Payments.** You receive multiple data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill payments or withdrawals I have signed up for. Each day, ACH transactions for my account are grouped together and paid in low to high dollar value.

- **Point of Sale (POS) Debit Card Transactions.** These are transactions where I use my debit card and I enter my PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from my account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where I make a purchase with my debit card and I do not enter my personal identification number (PIN). I may or may not be asked to sign for the purchase instead of entering my PIN. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, you generally place a temporary hold against the available funds in my account. I will refer to the section below entitled “Authorization Holds for Debit Card Transactions” for additional information regarding such holds. At some point after the transaction is completed, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after the transaction occurs, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to my account as they are received.

The foregoing is a general description of how certain types of transactions are posted. These practices may change and you reserve the right to pay items in any order you choose as permitted by law.

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS. When I use my debit card to pay for goods or services, the merchant may seek preauthorization from you for the transaction. When you preauthorize the transaction, you commit to make the requested funds available when the transaction finally posts and as such, you generally place a temporary hold against some or all of the funds in the account linked to my debit card, based on the amount of the preauthorization request from the merchant. You refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from my available balance as authorization requests are received by you throughout each day. Until the transaction finally settles or you otherwise remove the hold (for example, you may remove the hold because it exceeds the time permitted, as discussed below, or you determine that it is unlikely to be processed), the funds subject to the hold will not be available to me for other purposes.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where my debit card is swiped before my actual transaction amount is known, including, but not limited to, restaurants, hotels, car rentals, and gas and electric vehicle charging stations (e.g., at a restaurant, I may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases, you may not receive an authorization request from the merchant, and there will be no authorization hold reflected in my available balance. You cannot control how much a merchant asks you to authorize, or when a merchant submits a transaction for payment.

You are permitted to place an authorization hold on my account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from my account. However, if the transaction is not submitted for payment, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant and finally posted to my account. If this happens, you must honor the prior authorization and will pay the transaction from my account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you may maintain the authorization hold even after the purchase amount is actually paid from my account. However, in these instances, you will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

NSF TRANSACTIONS: You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. If you do not authorize and pay an overdraft, then you decline or return the transaction or item unpaid. I am responsible for ensuring that my account includes sufficient available funds to pay the transactions I initiate or authorize when they are processed for payment from my account, and I also acknowledge that the timing of when merchants or payees submit transactions to you for payment may vary.

If my account does not have sufficient available funds when a transaction or item is presented to you for payment and, as a result, returned unpaid, the merchant or payee of my transaction or item may choose to resubmit the same transaction and or charge me fees for the declined payment, and may do so multiple times; this may also occur when I initiate transfers and payments through Digital Banking services and my account lacks sufficient available funds at the time the transaction is scheduled to occur, as you may decline the transaction, and then resubmit the same transaction at a later time in an attempt to process my requested transaction. In the event a transaction or item is resubmitted for payment at a time when my account lacks sufficient available funds to pay it and you decline it, you may deny it. If I am charged fees by a merchant for a returned payment due to insufficient funds, the Credit Union will not be liable or reimburse me for such fees.

OPTIONAL OVERDRAFT TRANSFER PROTECTION PLAN. You may offer optional overdraft protection plans that I may apply for, such as an Overdraft Transfer Protection Service where funds from a linked savings account are used for overdraft protection. If I qualify for this optional service, you will look first to this service for overdraft protection before declining and returning transactions or items as unpaid. An Overdraft Protection Service plan may save me money on any fees I may be charged by merchants for declined payments due to insufficient funds.

- **Overdraft Protection Transfer Service.** With this service, I authorize you to make transfers of available funds automatically from a savings account I designate to cover overdrafts in my Cash (checking) Account(s), if the linked savings account has sufficient available funds. Transfers from my savings account are made in increments of \$100 or what is available in the account. I must request to enroll in this service.

If I do not have sufficient available funds in my savings account to pay the overdraft on my Cash Account(s), then I understand that the item causing the overdraft will be returned or the transaction will be denied. If I decline to utilize any of the optional overdraft transfer protection plans and there are insufficient funds in my Cash Account(s) to pay an item, my items will not be paid and they will be returned. Transfers will appear on my periodic statements for each applicable account.

LIMITS ON OVERDRAFT PROTECTION. You will not transfer more than the available account balance in a linked savings account, even if the amount of the overdraft is more than the available amount. If the available balance in a linked savings account is not enough to pay the transactions I have initiated on any day, you will transfer enough funds to pay one or more transactions. Any transactions that are not paid by the transfer will either be paid or returned.

TERMINATION OF OPTIONAL OVERDRAFT PROTECTION PLANS. You may terminate optional overdraft protection services at any time with or without notice to me. Any owner of the Cash Account or any owner of a linked savings account used for overdraft protection may cancel overdraft protection in writing or through Digital Banking. Cancellation will be effective after you have received notice.

TRANSFERS TO COVER OVERDRAFTS:

I understand and agree that you have the right to transfer available funds to any of my account(s) with you from any of my other account(s) with you, including account(s) upon which I am a joint owner, in an amount equal to the overdraft and related fees, if applicable.

RIGHT OF OFFSET:

In addition to any other rights you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future have an interest are subject to your right of offset for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. I consent and expressly agree that the application of offset of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by state and federal law. Each person who causes an overdraft, which is paid by you, agrees to be individually and jointly obligated to repay the unpaid negative balance within thirty (30) days.

DEFAULT:

I will be in default if I fail to live up to any of the terms and conditions contained herein or I am in default on any loan obligation with you and/or a negative balance exists in any other deposit account with you on which I am an owner. If I am in default, in addition to any other rights you may have, you may close my account and demand immediate payment of the entire unpaid negative balance. I agree to pay any collection and recovery costs, attorneys' fees, and court costs which you incur as a result of my default.

TERMINATION; SUSPENSION: In no event will any termination relieve me of my obligation to repay any negative account balance, overdraft fees, collection and recovery costs, and attorneys' fees, if any. You can delay enforcing any of your rights without losing them.

IF I DO NOT UNDERSTAND ANY PROVISION IN THIS PART III, LIABILITY FOR OVERDRAFTS, OR IF I HAVE ANY QUESTIONS, I WILL CONTACT YOU VIA CHAT OR SECURE MESSAGE THROUGH DIGITAL BANKING AT WWW.CINEFI.COM OR THROUGH THE CINEFI MOBILE APP.

PART IV: FUNDS AVAILABILITY POLICY

(A) DISCLOSURE OF DELAYED FUNDS AVAILABILITY FOR ALL ACCOUNTS

Your policy is to make funds from my cash or check deposits available to me on the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Once they are available, I can withdraw the funds in cash. . For purposes of this policy, check deposits made through the Mobile Deposit Service will be treated as if they were received in person on the day of deposit

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 4:00 P.M. Eastern Time on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 4:00 P.M. Eastern Time, or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

LONGER DELAYS MAY APPLY:

In some cases, you will not make all of the funds that I deposit by check available to me on the first (1st) business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day after the day of my deposit. However, at least the first \$275 of my deposits will be available on the first (1st) business day.

If you are not going to make all of the funds from my deposit available on the first business day, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. You will electronically deliver the notice by the business day after you receive my deposit. If I will need the funds from a deposit right away, I should ask you when the funds will be available. In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$6,725 on any one day.
3. I redeposit a check that has been returned unpaid.
4. I have overdrawn my account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and will tell me when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of my deposit.

SPECIAL RULES FOR NEW ACCOUNTS:

These special rules apply only during the first 30 calendar days the account is open and are permitted under Regulation CC's (12 CFR 229 et seq.) new account exception hold provisions.

Funds from electronic direct deposits will be available on the day you receive the deposit. Funds from cash deposits and the first \$6,725 of the day's total deposits of cashier's, certified, teller's, and federal, state and local government checks will be available on the first (1st) business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$6,725 will be available on the ninth business day after the day of my deposit. If I deposit these checks (other than U.S. Treasury checks), the first \$6,725 will not be available until the second (2nd) business day after the day of my deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

Funds from any deposits (cash or checks) made payable at ATMs you do not own or operate will not be available until the fifth (5th) business day after the day of my deposit. If I make a deposit at an ATM you do not own or operate before 4:00 p.m. Eastern Time on a business day that you are open, you will consider that day to be the day of my deposit. If I make a deposit at an ATM you do not own or operate after 4:00 p.m. Eastern Time on a business day or on a day that you are not open, you will consider that the deposit was made on the next business day you are open to be the day of my deposit.

(B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

(C) SUBSTITUTE CHECKS AND MY RIGHTS

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

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

PART V: ELECTRONIC SERVICES AGREEMENT & DISCLOSURE

This Part V of the Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), and debit cards. My acceptance, retention, or use of an ATM Card, Debit Card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between you and me as described below.

These disclosures are given by you in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR1005, et seq.) to inform me of certain terms and conditions for use of the electronic services described in this Agreement.

At the present time, you offer the following electronic services: pre-authorized deposits of net paycheck, payroll deductions, pre-authorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); Automated Teller Machine (ATM) EFT services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs, such as Star®, Maestro®, American Express®, Cirrus®/Mastercard®, Visa®, Plus® and CO-OP Network and such other systems as may be added from time to time; Credit Card cash advances at ATMs; Point of Sale (POS) transactions, Debit Card (including PIN and signature based transactions), Digital Banking, Person-to-person (P2P) transfers (Pay-a-Person service) External Transfer (Transfer Service with other Financial Institutions), mobile banking, and mobile deposit. General disclosures applicable to all electronic services offered by you are given on the following pages, with certain specific disclosure information for each service following in separate sections. However, terms relating to your online services (including but not limited to our Digital Banking services) will be provided to me upon enrollment in such services. I understand that the agreements, terms, conditions, rules and regulations applicable to my cash account(s), savings account(s), and any other applicable accounts remain in full force and effect and continue to be applicable, except as specifically modified by this Part V. I understand the services you offer may change from time to time.

My use of the electronic services is subject to your approval.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

BUSINESS DAY DISCLOSURE:

Your business days are Monday through Friday. Federal Holidays are not included. Your business hours are 8:00 a.m. to 8:00 p.m. Monday - Friday, Eastern Time. Your electronic services are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet Service Provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

You will maintain the confidentiality and privacy of my account information in accordance with your privacy policy. You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency, court order, or any legal process; or
4. If I give you written permission.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

1. **Terminal Transfers.** In most cases, I will receive a receipt at the time I make any transfer to or from my account using an ATM or when I make a purchase using a POS terminal. I should retain this receipt to compare with my

statement from you. Federal law provides that for certain small dollar transactions at merchant locations, I may not receive a receipt.

2. **Periodic Statements.** I will receive a monthly electronic account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). I agree to immediately review each periodic statement mailed or otherwise made available to me to ensure that each and every transaction has been authorized by me. My failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.
3. **Digital Banking Transactions.** I may print a record of any individual transaction conducted through Digital Banking at any time after the transaction is completed. I may also subsequently contact you to request a copy of my electronic statement containing the applicable transaction.

MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING: I am responsible for all transfers I authorize using the electronic services described in this Agreement. If I permit others to use my Debit Card or PIN or online or mobile banking credentials, I am responsible for any transactions that person authorizes or conducts on any of my accounts, even if that person exceeds my authority. However, I must tell you AT ONCE if I believe my Debit Card, Credit Card, or my Debit Card PIN, Credit Card PIN or Digital Banking Password, (collectively "Card(s) and/or PIN(s)") have been lost or stolen, or if I believe that an EFT has been made without my permission. Chatting with us or sending a secure message through Digital Banking at www.cinefi.com or through the CineFi mobile app is the best way of keeping my possible losses down. I could lose all the money in my account. However, if I believe my Card(s) and/or my PIN(s) have been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my Card(s) and/or any of my PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Card(s,) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or my PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

Also, if my statement shows transactions that I did not make, including those made by Card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed or delivered to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you can extend the time periods.

SPECIAL NOTICE TO VISA DEBIT CARDHOLDERS:

If I am using a Visa Debit Card for transactions that take place on the Visa network system, I understand that Visa Operating Rules and Regulations provide for \$0.00 liability ("Zero Liability") for losses from unauthorized (fraudulent) activity. Zero Liability does NOT apply to ATM transactions that are not processed through Visa (such as a cash withdrawal from my cash account). I must refer to the section of this Agreement regarding liability for unauthorized ATM transactions. Zero Liability also will not apply where I was negligent or fraudulent in the handling of my account or Debit Card, nor will it apply to Debit Cards issued outside the U.S. or to Visa commercial cards. I must provide a written statement regarding any claim of unauthorized Visa transactions.

If I notify you of unauthorized transactions which were processed through Visa (this does not include cash disbursements at an ATM using my Debit Card), you will provide provisional credit to my account within five (5) business days of the notification. If I tell you orally, you will require that I send you my complaint in writing within ten (10) business days. You will

not credit my account until my written complaint is received. "Unauthorized" means the use of my Debit Card by a person, other than me, who does not have actual, implied, or apparent authority for such use and from which I receive no benefit.

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

If I believe my Debit Card(s) and/or PIN(s) have been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I will chat with a representative or send a secure message through Digital Banking at www.cinefi.com or via the CineFi mobile app. Alternatively, I will call (866) 209-4164, or write to you at: CineFi, P.O. Box 133, Hollywood, CA 90078.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC SERVICES TRANSACTIONS:

In case of errors or questions about my electronic services transactions, I will chat with a representative or send a secure message through Digital Banking at www.cinefi.com or via the CineFi mobile app, call you at the number shown on my periodic statement, or write to you at: CineFi, P.O. Box 133, Hollywood, CA 90078 as soon as I can if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with Visa Operating Rules and Regulations, I will receive provisional credit for Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss. However, I will refer to the "Additional Disclosures Applicable to PIN less Debit Card Transactions" section for further details regarding Visa Debit Card transactions initiated through a non-Visa debit network.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error. My account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless I already have an established account with you before this account is opened.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. If you provisionally credited my account, you will reverse the provisional credit and notify me of the date you reversed the credit and the amount of the debit. I may ask for copies of the documents that you used in your investigation.

CINEFI ZERO LIABILITY POLICY:

I will not be liable (\$0.00) for unauthorized electronic transactions if I notify you in writing within sixty (60) days after the first statement on which the unauthorized electronic transaction appeared is delivered to me. If I do not, I may not get back any of the money I lost from any unauthorized transaction that occurs after the close of the 60-day period if you can show that you could have stopped the transaction if I had notified you in time.

YOUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:

If you do not properly complete an EFT to or from my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to complete the transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, Digital Banking, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was conducting the transaction did not have enough cash or cash in the denominations I requested;
7. My Debit Card, Credit Card, Debit Card PIN, Credit Card PIN, or Digital Banking PIN I provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip, is inactive due to non-use, is retained by you due to my misuse or suspected fraudulent activities, is retained by you at my request, or my Debit Card, Credit Card, Digital Banking PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. I make an error in keying my deposit at an ATM or through Digital Banking (and if I make such error, you are not responsible for forfeited dividends, and other consequences which may result);
11. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
12. There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or caused funds from my account to be directed to a person or entity which does not comply with my bill payment instructions, you will be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT WILL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

ACCESS DEVICE(S):

Should I be provided an Access Device (card, code, including PINs, or other means of access to my account, or combination of these) for my account(s) to be used by me to initiate an EFT, I understand that I am responsible for the safekeeping of my Access Device(s). My use of an Access Device is a form of authorization to you to withdraw funds from my account(s) to cover such transactions. My Access Device(s) is/are confidential and should not be disclosed to third parties, shared,

written down, or recorded. I will notify you immediately and send written confirmation if my Access Device(s) is/are disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the Access Device(s) immediately to prevent transactions on my account(s) if anyone not authorized by me has access to the Access Device. If I disclose my Access Device(s) to anyone, however, I understand that I have given them access to my account(s) and that I am responsible for any such transaction. If I authorize anyone to use my Access Device(s) in any manner that authority will be considered unlimited in amount and manner until I specifically revoke such authority by notifying the Credit Union and changing my Access Device(s) immediately. I am responsible for any transactions made by such persons until I notify you that transactions and access by that person are no longer authorized and my Access Device(s) is changed.

FEES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All fees associated with my EFTs are disclosed in Part V of this Agreement which is incorporated herein by reference. The Credit Union reserves the right to increase or add new fees at a future date after you give me notice of such fees as required by law.

If I use an ATM that is not operated by you, I may be subject to additional fee(s) imposed by another financial institution, merchant and/or by an automated transfer network. I may be charged a fee for a balance inquiry even if I do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by you.

VERIFICATION:

All transactions affected by use of ATMs, POS terminals, Digital Banking, or other electronic transaction contemplated hereunder which would otherwise require my actual signature, or other authorization, will be valid and effective as if actually signed by me when accomplished by use of password(s), Card(s) and/or PIN(s), or as otherwise authorized under this Agreement.

TERMINATION OF ELECTRONIC SERVICES:

I may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and you are not required to notify other account owners of the termination. You reserve the right to terminate this Agreement and my access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of my accounts or if any of my accounts are not in good standing as defined in this agreement's Part VI: Member Conduct Policy. After suspension, electronic services may be reinstated, at your discretion, once there are sufficient funds in my account(s) to cover any fees and other transfers and debits. If I ask you to terminate my account or my access to any of the electronic services, I will remain liable for subsequent transactions performed on my account. Termination of electronic services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination. Upon termination of this Agreement or the electronic services, the Credit Union will endeavor to cancel any applicable account transactions I have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. I will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that the Credit Union is not able to cancel or that have already been processed before the requested termination date will be completed.

NOTICE AND COMMUNICATIONS:

Except as otherwise provided in this Agreement, all notices required to be sent to me will be effective when you deliver them to the last known address or email address that you have for me in your records or when you make such notices available to me through Digital Banking.. I am required to keep you informed of my current address and email address. I agree to notify you promptly of any change of address. I may notify you via chat or secure message through Digital Banking at www.cinefi.com or via the CineFi mobile app, or by sending a written and signed notice to CineFi, P.O. Box 133, Hollywood, CA 90078, Attention: Operations Department.

COLLECTIONS:

I agree that you will be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services and I agree to repay any amounts which create an overdrawn balance on any of my accounts immediately upon demand. You have a security interest in my present and future deposits and have the right to apply such deposits to any money I owe. If any legal action is required to enforce any provision of this Agreement or to collect money I owe, I agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement.

ACCOUNT ACCESS:

My accounts, Debit Card, Credit Card, and any other access device or method (including ACH Transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. I understand that I may not utilize my accounts, Debit Card, Credit Card, or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA):

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform me that restricted transactions are prohibited from being processed through my account or banking relationship with you. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments, or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If I do engage in an Internet gambling business and open a new account with you, you will ask that I provide evidence of my legal capacity to do so.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

I UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ME FROM THE ACCOUNTS OR THAT THE

ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM MY USE OF OR MY INABILITY TO USE THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY ME FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MY AGREEMENT TO INDEMNIFY YOU:

Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, I agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by me to you;
- any fraud, manipulation, or other breach of this Agreement by me;
- my violation of any law or rights of a third party; or
- the provision of the electronic services or use of the electronic services by me or any third party.

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

RELATIONSHIP TO OTHER DISCLOSURES:

The information in this Part V applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

COPY RECEIVED:

I acknowledge receipt of a copy of this Agreement.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSITS

If I have arranged to have direct deposits made to my account at least once every sixty (60) days from the same person or company (from my employer, the federal government or other payer), the following applies to me.

- ACCOUNT ACCESS:

Pre-authorized deposits may be made only to my Cash and Savings Accounts. Payroll deductions may be made to any account.

- **NOTIFICATION OF PRE-AUTHORIZED DEPOSITS:**

If I have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to my account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may use Digital Banking or an ATM to confirm whether or not the deposit has been made.

- **DOCUMENTATION OF PRE-AUTHORIZED DEPOSITS:**

Generally, I will receive an electronic monthly account statement for each month in which a pre-authorized deposit is made, but at least quarterly if no pre-authorized deposits are made. However, if the only electronic service I have with you is pre-authorized deposits, then you reserve the right to only send me a quarterly statement.

- **DIRECT DEPOSITS:**

If, in connection with a direct deposit plan, you deposit any amount in an account which you are later required to return to the Federal Government for any reason, I authorize you to deduct the amount of your liability to the Federal Government from the account or from any other account I have with you, without prior notice and at any time, except as prohibited by law. You may also use any other legal remedy to recover the amount of your liability.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES

If I have requested a pre-authorized payment to a third party from my Credit Union Account, the following applies to me.

- **ACCOUNT ACCESS:**

Pre-authorized payments may be made from my Credit Union Account. If my preauthorized payment due date is scheduled to occur on a non-business day, it will be sent out the following business day.

RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT:

- **Initial Authorization** – I can get copies of the pre-authorized payment documentation from the third party being paid at the time I give them the initial authorization.
- **Notice of Varying Amounts** – If my pre-authorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.
- **Periodic Statement** – I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENT:

If I want to stop any pre-authorized payments or revoke a pre-authorized payment authorization, I must notify you via Digital Banking in time for you to receive my Stop Payment Request no less than three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14)

days if I have not provided you with my required written confirmation of my request. Such Stop Payment Request will apply only to that particular payment. If I have given you a request to cancel the entire pre-authorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire pre-authorized payment authorization and provide you with a copy of my written revocation notice to the third party. Stop Payment Requests will expire after 6 months.

YOUR LIABILITY FOR FAILURE TO STOP PAYMENTS:

If I request you to stop one of my pre-authorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

ADDITIONAL DISCLOSURES APPLICABLE TO DIGITAL BANKING

Digital Banking is your electronic banking service that allows access to my accounts without assistance from your staff by using my Internet Browser and/or mobile app and my Digital Banking Username and Password. Additional disclosures and specific terms and conditions for using Digital Banking, and other online services will be provided when I enroll.

INACTIVITY:

If I do not sign in to Digital Banking for a consecutive time period, and there is no activity pending during this period, you reserve the right to terminate my access to Digital Banking. If any of my cash, savings or other accounts is closed due to insufficient funds or any other reason, such account may no longer appear in my online banking profile.

ADDITIONAL DISCLOSURES APPLICABLE TO DIGITAL BANKING SERVICES AND MOBILE DEPOSIT SERVICES

The Digital Banking Service is a personal financial information management service that allows me to access my Credit Union account information, products, and services, and engage in such other financial transactions using compatible and supported devices.

The Mobile Deposit Service is designed to allow me to make deposits to my designated eligible accounts as well as loan payments to my eligible loans, using a compatible device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to you. The Mobile Deposit Service is subject to the terms and conditions of the Mobile Deposit Service Agreement, which is found in the Digital Banking Agreement and Funds Availability Policy contained herein Section IV.t.

ADDITIONAL DISCLOSURES APPLICABLE TO DEBIT CARD TRANSACTIONS

In this section, "Card" refers to my CineFi Debit Card that is linked to my cash account, and any duplicates, renewals, or substitutions the Credit Union issues to me, unless otherwise noted. The disclosures in this section apply to the use of my Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By using my Card at a participating POS terminal, I authorize you to make withdrawals from my account(s) for cash advances and/or purchases. Access to ATMs is through the use of a Debit Card and PIN.

ACCOUNT ACCESS:

I may use my Card to withdraw cash from my cash account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases. However, you are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card. I understand that my Card is not a credit card and does not provide "credit" which means that I may not defer payment of Card transactions.

TYPES OF AVAILABLE ATM TRANSACTIONS:

Transaction types and services may be limited on certain ATMs on the systems which you do not own (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

I can use my Card to perform the following ATM transactions:

1. Make deposits to my linked Cash and/or Savings Account(s) at your proprietary ATMs (and some designated CO-OP Network ATMs).
2. Withdraw cash from my linked Cash and/or Savings Account(s).
3. Transfer funds between my linked Cash and/or Savings Account(s) within the same account number at your proprietary ATMs (and some shared network ATMs).
4. Make balance inquiries at your proprietary ATMs (and some shared network ATMs).

You may offer additional ATM services or amend them in the future without prior notice to me.

Unless otherwise noted, the above services are generally available at ATMs on the Star, CO-OP Network, Visa, MasterCard, Cirrus, Plus, American Express, and Maestro Shared Network Systems in the United States, but will depend on the individual issuer, ATM, and network capabilities and settings. Services, however, may be restricted on certain ATMs on the systems which are not owned by you and on ATMs located outside the United States. In such case, the ATMs may refuse an attempted transaction.

DEPOSITS:

I understand and agree that you accept deposits at an ATM subject to verification and collection by you and such deposits may only be credited or withdrawn in accordance with your Funds Availability Policy. Transactions accomplished after the close of normal business each day will be deemed to have occurred on your next business day. Information accompanying a deposit should include my name, your name, my account number, and where I want my deposit to go. If I make a deposit to my account with you, the account deposit slip should be included, unless the ATM is image-enabled, in which case a deposit slip may not be necessary.

ATM TRANSACTION FEES:

When I use my Card at an ATM not owned by you and outside the CO-OP ATM Network, I may be subject to fees charged by the ATM operator. CineFi will reimburse non-proprietary, non-CO-OP ATM network surcharge fees up to six dollars (\$6.00) per month on cash accounts. These terms are subject to change at any time.

ATM TRANSACTION LIMITATIONS:

1. I understand and agree that I may use my Card at ATMs, using my PIN, to conduct up to a maximum of fifteen (15) transactions, or to withdraw up to a maximum of \$1,010 (including fees), whichever comes first, each day; you reserve the right to increase such maximum limit at your sole discretion, if I request an increase through Digital Banking. For purposes of the daily limits only, a "day" is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Standard Time. If a transaction is initiated in another time zone, it will be processed when you receive it. Notwithstanding the foregoing, I understand that withdrawal limitations may vary between shared networks and individual ATMs. In addition, you reserve the right to adjust my minimum and maximum per day cash disbursement levels, from time to time, at your sole discretion. POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.
2. Minimum and maximum withdrawal amounts and increment amounts may vary depending on the shared network or ATM itself.
3. For security reasons, in the event my Card or PIN is lost or stolen, there may be restrictions on transactions I can make at the ATMs.

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS:

When I use my Debit Card to pay for goods or services, the merchant may seek your prior authorization for the transaction, at which time you will generally place a hold on some or all of the funds in my account for up to three (3) business days or until the transaction is paid from my account. For more information regarding how debit card authorization holds impact my available account balance, I will refer to Part III of this Agreement (*Liability for Overdrafts*).

OPTIONAL OVERDRAFT PROTECTION PLANS:

I understand that I may authorize Overdraft Protection Transfer service on my Cash accounts, this includes linking my Card to the overdraft protection source to fund any overdrafts on my Cash account. I will refer to the section entitled "Optional Overdraft Protection Plans" in PART III of this Agreement for additional information regarding the availability of optional overdraft protection plans.

AUTHORIZED USE - DEBIT CARD AND PIN:

Both the Card and a PIN will be used each time I use an ATM, engage in a POS or other EFT. I agree to memorize my PIN and I will not write it on the Card(s). If I forget the PIN, I may contact you and you will issue a Replacement PIN. I must observe the following conditions for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD (OR ANY PLACE) OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.
5. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME, EVEN IF THEY EXCEED MY AUTHORITY.

SAFETY AT THE ATM:

I understand that I should use caution at all times when using an ATM. Some precautions I can take are:

1. avoid ATMs that are obstructed from view or unlit at night;
2. observe the area for anything unusual or suspicious;
3. when possible, bring a companion along, especially at night;
4. lock my vehicle when I leave it;
5. have my Card in my hand as I approach the ATM and avoid reaching in my wallet or purse in front of the ATM;
6. avoid counting my cash at the ATM;
7. lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM;
8. prevent others from seeing me enter my PIN by using my body to shield their view; and
9. do not accept assistance from anyone I do not know when using an ATM.

If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

OWNERSHIP OF THE CARD:

The Card remains your property and I agree to surrender the Card to you upon demand. You may cancel, modify, or restrict the use of any Card upon proper notice or without notice if:

1. any of my accounts are overdrawn;
2. I use my Card in a manner which may cause a loss to you;
3. my account is inactive, which is defined by you as an account that has had no member-initiated transaction activity for one hundred eighty (180) consecutive days;
4. any mail sent to my address is returned to you as undeliverable;
5. any email sent to me by you is returned as undeliverable;
6. my account has one (1) or more NSF items or transactions;
7. you are aware that I have violated any term of this Agreement, whether or not you suffer a loss;

8. you reasonably believe there is potentially fraudulent, suspicious, or illegal activity on my account; or
 9. where necessary to maintain or restore the security of my account(s) or the POS system.
- You also reserve the right to recall the Card through retrieval by any of the ATMs.

MAKING ELECTRONIC FUNDS TRANSACTIONS:

I agree to follow the instructions posted or otherwise given by you or any ATM network or POS terminal concerning use of the machine/terminal.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF PIN AND SIGNATURE-BASED POS TRANSACTIONS:

I may use my Card at participating POS terminals to make purchases and obtain cash withdrawals from my linked account(s) only to the extent that I have available funds.

There are daily dollar limits and transaction limits that apply to purchases and cash withdrawals at POS terminals that are subject to the available balance in my cash account. The daily dollar limits and transaction limits depend on whether the Card is used for a PIN-based POS transaction or a signature-based transaction. These limitations are as follows: I may use my Card to conduct up to a maximum of twenty (20) PIN-based POS and signature transactions combined, up to a maximum amount of five-thousand U.S. dollars (\$5,000), whichever comes first, each day.

Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the amounts set forth herein.

RETURNS AND ADJUSTMENTS (DEBIT CARDS):

Merchants and others who honor Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my cash account.

FOREIGN TRANSACTIONS (DEBIT CARDS):

Purchases, ATM withdrawals, cash advances, and credits processed outside the United States or in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting to the account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, I am responsible for the difference.

CARD CLAIMS AND TRANSACTION QUESTIONS:

When I authorize other parties to debit my Account(s), I am responsible for these transactions. Thus, I may have to contact these parties directly if I have questions or complaints about my transactions. Any claims concerning property or services purchased with my Card must be resolved by me directly with the merchant or seller who accepted the Card. I understand that you will not be able to help me because you only have the information received from the third party. Any claim or defense that I assert will not relieve me of my obligation to pay you the total amount of the sales slip, unless otherwise permitted by law. I am not permitted to stop payment on any purchase through the use of my Card.

OPTIONAL DEBIT CARD ROUND-UP FEATURE

The Round-Up feature is an optional service available when you have an eligible CineFi Checking Account and a companion CineFi Savings Account. To be eligible for this service, the tax owner and any non-tax owners on both accounts must be identical.

When enrolled, debit card point-of-sale (POS) purchases made with your CineFi debit card will trigger an automatic transfer of the “change” from your Checking Account to your Savings Account. The “change” is the difference between the purchase amount and the next whole dollar. Only debit card POS transactions are eligible for this feature.

You must have sufficient available funds in your Checking Account for a round-up transfer to occur. Round-up transfers will not be initiated if your available balance is less than the change amount. These automatic transfers may contribute to an overdraft if other pending transactions reduce your available balance.

Transfers to your Savings Account occur in real time once the qualifying debit card POS transaction is processed and reduces your available balance. You are responsible for monitoring your available balance to avoid overdrafts or declined transactions.

You may enroll and unenroll in the Round-Up feature through CineFi Digital Banking.

ADDITIONAL DISCLOSURES APPLICABLE TO PIN LESS DEBIT CARD TRANSACTIONS

PINLESS DEBIT CARD TRANSACTIONS:

You allow non-Visa debit transaction processing. This means I may use my Debit Card on a non-Visa network (also known as a PIN-Debit Network) without using a PIN to authenticate my transactions. Visa Operating Rules and Regulations generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a PIN, but that is not generally known for having a card program.

There are two types of authenticated transactions when using a debit card: PIN and signature. In a PIN debit transaction, a cardholder enters a PIN to authorize the transaction. In a signature debit transaction, a cardholder generally signs to authorize the transaction, however a signature is not always required. As a result of changes to Visa’s Operating Rules and Regulations, I may choose to purchase goods and services with my Visa Debit Card through a PIN-Debit Network without the requirement of entering my PIN. The non-Visa debit network that supports PIN less transactions for the Credit Union is the CO-OP Network.

Examples of PIN less debit transactions include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with me instead of through the use of my PIN.

I understand that the terms and conditions of my agreement with you relating to Visa Debit Card transactions do not apply to non-Visa Debit Card transactions. For example, the additional limits on liability (sometimes referred to as Visa’s Zero Liability program), \$50.00 loss cap, provisional credit policies and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network. However, I may still have zero liability protection for fraudulent transactions on my Debit Card under CineFi’s “zero liability” policy provided that I notify you in writing within sixty (60) days after the first statement on which the unauthorized electronic transaction appeared is delivered to me.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

I understand CineFi does not support a one-time transfer of funds from my account via ACH where I have provided account information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account and

serial numbers to electronically initiate the transfer ("Electronic Check Transaction"). I understand these transactions will generally be declined, however you are not required to do so.

ADDITIONAL DISCLOSURES APPLICABLE TO THE EXTERNAL TRANSFER SERVICE

The External Transfer Service is an electronic method of transferring funds from my account(s) with you to accounts of third parties at the Credit Union or to my accounts at other financial institutions. I may access this service through Digital Banking (described above). If I would like to take advantage of the External Transfer Service, I must visit your website and enroll with my eligible Credit Union accounts. I must agree to the authorization terms and conditions that will be provided to me at the time I enroll for the service.

ADDITIONAL DISCLOSURES APPLICABLE TO ACH TRANSFERS

The Credit Union may give me credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree that if the Credit Union does not receive such final settlement, it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I would be liable to repay the Credit Union.

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

PART VI: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

The privilege of CineFi services available to members and users of Digital Banking ("user") must be reserved for members and users who are in "good standing." I acknowledge and agree that the purpose of this policy is to protect the employees, directors, officers, volunteers, members, agents, affiliates, contractors, and users of CineFi from abusive members. To this end, this policy addresses standards of member and user conduct in order to assure the rights and protection of CineFi's employees, directors, officers, volunteers, members, agents, affiliates, contractors, and users. I further acknowledge and agree that this policy also defines what constitutes a "monetary loss" which may serve as a basis for limiting member and user services.

I acknowledge and agree that CineFi's good reputation is due in large part to the loyalty, commitment, and continued efforts of its employees, directors, officers, volunteers, members, agents, affiliates, contractors, and users. CineFi is committed to treating its employees, directors, officers, volunteers, members, agents, affiliates, contractors, and users with the respect they deserve and is committed to maintaining a workplace free from unacceptable conduct from any source.

In the event that I, engage in any type of "abusive behavior" (defined below) towards a CineFi employee, director, officer, volunteer, member, agent, affiliate, contractor or user engaged in CineFi business, CineFi is authorized to apply appropriate remedial measures against me.

This policy extends to any member or user "not in good standing" who seeks member services whether directly or indirectly through a CineFi account. This policy also applies to any person, including but not limited to any joint account owner, who has access to CineFi services directly or indirectly through me.

I will not be considered to be "in good standing" with CineFi if:

1. I fail to comply with the terms and conditions of any lawful obligation with CineFi and CineFi suffers a "monetary loss" as defined below;

2. You reasonably suspect I have engaged in fraudulent or illegal conduct or otherwise misused or abused CineFi's services or products;
3. I manipulate or otherwise abuse CineFi services or products to the detriment of CineFi's membership; or
4. I default on any obligation to you, such as failing to make a payment on a loan or repaying an overdrawn account balance when due, and we are unable to contact you regarding such obligation;
5. I default on the first payment due on my loan, such that you reasonably believe you will suffer a monetary loss on the loan;
6. I engage in "abusive behavior," as defined below, or otherwise injure any person or damage any property while on CineFi and/or Credit Union premises, at any CineFi or Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether I am in "good standing" with CineFi will be made at the sole discretion of CineFi. This policy also extends to member conduct at First Entertainment Credit Union, any other Credit Union Service Centers Network, any contractor or third party service provider of CineFi or First Entertainment Credit Union, or any other shared-branching or shared-ATM network.

DEFINITIONS:

1. "Member services" are hereby defined as any products or services now or hereafter provided or sponsored by CineFi and/or the Credit Union or otherwise made available to members, which services include, but are not limited to: loans, deposit accounts, cash or share drafts, ATM services, online banking services, and other electronic fund transfer services.
2. A "monetary loss" to the CineFi and/or Credit Union occurs when the Credit Union writes off as uncollectible any monies which I owe, for whatever reason, to the Credit Union.
 - a. For loans: the monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the monetary loss does not include interest and expenses.
 - b. For shares: the monetary loss is defined as the negative balance in the share account written off as uncollectible.
3. "Abusive behavior" includes, but is not limited to, any of the following conduct:
 - a. Any threats of or actual bodily harm or illegal activity against another employee, director, officer, volunteer, member, agent, affiliate, contractor, or user engaged in business.
 - b. Any form of action which may constitute harassment. For example:
 - c. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
 - d. Inappropriate touching.
 - e. Making sexual flirtations, advances, or propositions; engaging in verbal abuse of a sexual, racial, or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
 - f. Displaying sexually suggestive objects or pictures.
4. Fighting, kicking or other physical harm or attempted harm towards a CineFi and/or Credit Union employee, director, officer, volunteer, member, agent, affiliate, contractor, or user engaged in business. For example:
 - a. Engaging in offensive or abusive physical contact.
 - b. Making false, vicious, or malicious statements about any CineFi and/or Credit Union employee, director, officer, volunteer, agent, affiliate, or contractor, of CineFi and/or Credit Union and its services, operations, policies, practices, or management.
5. Using profane, abusive, vulgar, intimidating, or threatening language directed towards a CineFi and/or Credit Union employee, director, officer, volunteer, member, agent, affiliate, contractor, or user engaged in business.

6. Bringing or possessing firearms or weapons or any hazardous or dangerous device on premises or at a CineFi and/or Credit Union function or on any Credit Union Service Centers Network.
7. Possession, sale, use or being under the influence of an unlawful or unauthorized alcoholic substance on premises or at a CineFi and/or Credit Union function or on any Credit Union Service Centers Network.
8. Attempting to coerce or interfere with a CineFi and/or Credit Union employee, director, officer, volunteer, agent, affiliate, or contractor, in the performance of their duties at any time.
9. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees, directors, officers, volunteers, agents, affiliates, contractors, or users at CineFi and/or Credit Union.
10. Conducting or attempting to conduct or engage in any fraudulent, dishonest, or deceptive activity of any kind involving other members, employees, directors, officers, volunteers, agents, affiliates, contractors, users or services.
11. Any posting, defacing, or removing notices or signs online or on premises; writing on Credit Union bulletin or message boards without management authorization.
12. Appropriation or misappropriation of CineFi and/or Credit Union funds, property, or other material proprietary to CineFi and/or Credit Union.
13. Deliberate or repeated violations of security procedures or safety rules.
14. Any other act which endangers the safety, health, or well-being of another person or which is of sufficient magnitude that it causes disruption of business at CineFi and/or Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as “abusive” by CineFi and/or Credit Union.

POLICY:

I acknowledge and agree that the availability of member services for members who are not in good standing with CineFi and/or Credit Union will be restricted. Any or all of the following actions may be imposed against an individual who is deemed to be “not in good standing”:

1. Denial of all services, such as Digital Banking, ATM/debit card, mobile deposit, or other services, other than the right to maintain a share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with CineFi and/or Credit Union employees or volunteers such that services may be available only through written communication through the U.S. mail, online banking, or other remote access device.
3. Preclusion from access to CineFi and/or Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
5. Removal from membership.
6. Taking any other action deemed appropriate under the circumstances that is not precluded by California Credit Union Law, NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

I acknowledge and agree that any threats of bodily harm or any other illegal activity against any CineFi and/or Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

Conviction of a criminal offense involving moral turpitude, failure to carry out your contracts, agreements, or obligations with this credit union, refusal to comply with the provisions of the California Credit Union Law, abuses of CineFi and/or Credit Union services or property, or abusive, threatening, or harassing behavior toward the Credit Union or its members, employees, directors, officers, volunteers, agents, affiliates, contractors, or users may be cause for the expulsion of any member or user.

These limitations will not prohibit me from exercising my rights under federal or state law or regulation.

IF I DO NOT UNDERSTAND ANY PROVISION IN THIS PART VI OR IF I HAVE ANY QUESTIONS, I WILL CONTACT YOU VIA CHAT OR SECURE MESSAGE THROUGH DIGITAL BANKING AT WWW.CINEFI.COM OR THROUGH THE CINEFI MOBILE APP.