

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

This Agreement and Disclosure ("Disclosure") sets forth the terms and conditions for Electronic Funds Transfer Services which are or may be made available by California Agribusiness Credit Union ("Credit Union"). It defines your rights and responsibilities and those of the Credit Union with respect to any Electronic Funds Transfer. Please read it carefully before using your ATM and/or VISA Check Card or effecting any other kind of Electronic Funds Transfer.

PURPOSE OF DISCLOSURE: This Disclosure contains the terms, conditions and disclosures with respect to Electronic Funds Transfers. You understand that the agreements and rules and regulations applicable to your Regular Share Account, Checking Account and any other Account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

APPLICATION OF THIS AGREEMENT AND DISCLOSURE: This Disclosure applies to any Electronic Funds Transfer made to or from your Account(s) through the use of your ATM Card or VISA Check Card at any authorized ATM, through the use of your Personal Identification Number (PIN) in conjunction with your ATM Card or VISA Check Card or use of your VISA Check Card without your PIN, by pre-authorized deposit, by pre-authorized payment, or by Audio Response Service.

Additional Electronic Funds Transfer services may be made available by the Credit Union in the future. You will be notified regarding these services.

DEFINITIONS: In this Disclosure the words "you", "your" and "yours" refer to the party causing an Electronic Funds Transfer. The words "we", "us", "our" and "Credit Union" and "CACU" refer to CALIFORNIA AGRIBUSINESS CREDIT UNION. The word "Card" means the ATM Card or VISA Check Card issued to you by the Credit Union. The word "ATM" means an Automated Teller Machine. The word "EFT" means any Electronic Transfer of Funds other than by check or other paper instrument that is initiated through an electronic terminal, telephone, computer, magnetic tape or other communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an Account; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check. The word "PIN" means a Personal Identification Number which enables you to effect transactions via ATM, VISA Check Card or Audio Response Service. The word "POS" means Point-of-Sale which represents transactions that directly debit (withdraw funds from) your Checking Account only, including your use of the VISA Check Card as a Debit Card.

AUTOMATED TELLER MACHINE (ATM) AGREEMENT TO BE BOUND: Requesting, retaining, using or permitting another person to use your Card or PIN constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and binds you to all the rules and regulations governing the use of an authorized ATM or making an Electronic Funds Transfer.

DISCLOSURES APPLICABLE TO ATM AND VISA CHECK CARD SERVICES

You may use your ATM Card or VISA Check Card to perform the following transactions:

- Withdraw cash from your Regular Share or Checking Account at ATMs, merchants or financial institutions that accept VISA Cards or display the logo of an ATM network affiliated with the Credit Union;

- Transfer funds between your Share and Checking Accounts;
- Make point-of-sale payments for goods and services to others from your Checking Account;
- Make account balance inquiries;
- Order goods or services by mail or telephone from places that accept VISA Cards, without using your PIN (VISA Check Card only);
- Purchase goods or services at places that accept VISA Cards with or without using your PIN (VISA Check Card only).

You may also use your Card at ATMs or POS terminal in The CO-OPSM, Star, and Plus Network.

TRANSACTION AUTHORIZATION: By using your ATM Card or VISA Check Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers to and from your accounts with the Credit Union, in accordance with the instructions you give the ATM.

If you authorize us to issue an ATM Card or VISA Check Card or PIN (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that person to withdraw funds from any account which can be assessed by the ATM Card or VISA Check Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM Card or VISA Check Card.

Use of the VISA Check Card, the account number on the VISA Check Card, the PIN or combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others who honor the VISA Card is an order by you for the withdrawal of the amount of the transaction from your account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the VISA Check Card will be charged to your account on the date the transaction is posted to your account.

LIMITATIONS ON TRANSACTIONS: You may make cash withdrawals and purchases only to the extent that you have available funds in your Checking Account. Cash withdrawal limitations are disclosed below under "Limitation of Service".

For security reasons, there may be limits on the number of those transactions that may be authorized.

RIGHT TO RECEIVE DOCUMENTATION: You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us.

You will receive a statement monthly for the Account(s) which you have accessed using the ATM Card or VISA Check Card. The statement will show the effective date that you initiated the transaction, the type of transaction, and the amount of the transaction occurring on the statement.

GAMBLING: You are prohibited from using your Card, Card number or PIN for illegal transactions including, but not limited to illegal internet gambling. You agree to indemnify the Credit Union for your use of the Card, Card number or PIN for illegal transactions. Such transactions include, but may not be limited to, any quasi-cash or on-line gambling transaction, any electronic commerce transaction conducted over an open network and any illegal betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

VERIFICATION: Any and all transactions are subject to verification. The Credit Union will acknowledge transactions only after such verification is made.

MAKING ELECTRONIC FUNDS TRANSFERS: You agree to follow the instructions posted, displayed or otherwise given for use of an authorized ATM .

LIMITATIONS OF SERVICE: You and all other Joint Account holders or Cardholders, jointly and severally, agree to use any access device(s) in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized. You may make an unlimited number of balance inquiries on your designated Account(s) each day. A transaction charge may be imposed by a participating network institution or the Credit Union (see Fee Schedule) if such inquiries are initiated through a network terminal.

You may use your Card to obtain up to \$300.00 per day (or other amounts as specified at later dates), with the exception that from Friday 3:00 p.m. to Monday 3:00 p.m. you may obtain a total of \$900.00, from authorized terminals. For the purposes of this Disclosure, one "banking day" shall constitute one day.

Various financial institutions which participate in the various networks to which the Credit Union is a member may have authorized withdrawal limits different than \$300.00 at their respective ATM's. In the event that a specific ATM is limited to withdrawals of less than \$300.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be greater than \$300.00, you will still be limited to the \$300.00 maximum withdrawal limit of available funds per Account per day as established by the Credit Union. Available funds in your Account(s) as may be indicated at the time of a balance inquiry at an ATM terminal, may not reflect (if applicable) any available authorized overdraft protection options on the Account(s). You may NOT be able to obtain all EFT services at all participating ATMs.

CONFIDENTIALITY OF PIN: Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the Card or PIN (Access Code) is lost or stolen.

As a precaution you should not write your PIN (Access Code) on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN (Access Code). Never let anyone watch you use your Card or PIN (Access Code) at any ATM.

ADDITIONAL DISCLOSURES APPLICABLE TO VISA CHECK CARD WHEN USED AS A POINT OF SALE DEVICE

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS: By use of your VISA Check Card with your PIN or sometimes just your VISA Check Card or VISA Check Card number at a participating Point-of-Sale terminal, you authorize us to make withdrawals from your Checking Account for cash or to pay for goods and services. When you do so, you use your VISA Check Card as a debit card and your VISA Check Card works much like a check you write on your account. Your VISA Check Card is not then serving as a credit card, which means you may not defer payments of VISA Check Card transactions. When you use the VISA Check Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your VISA Check Card number. Some merchants may impose a fee for a VISA Check Card transaction. We are not liable if a merchant or financial institution does not accept your VISA Check Card or VISA Check Card number.

You may use your Card to obtain up to \$300.00 per day (or other amounts as specified at later dates), with the exception that from Friday 3:00 p.m. to Monday 3:00 p.m. you may obtain a total of \$900.00, from authorized terminals. For the purposes of this Disclosure, one "banking day" shall constitute one day.

We may debit or place a hold on your Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or other financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your Checking Account for the amount authorized. As a result you will not have access to the funds on hold, other than for the transaction authorized, until the transaction posts to your Checking Account or until the hold expires (up to three (3) business days from the date of the transaction).

You may not stop payment on a VISA Check Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services for which you paid with your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or don't fulfill any of the terms of this disclosure, you also indemnify us for all resulting damages and liability.

ACCOUNT ACCESS: You may use your VISA Check Card to access your account(s) as you normally would at any authorized ATM terminal. You may use your VISA Check Card to withdraw cash from your Checking Account or pay for merchandise from your Checking Account at participating merchants, financial institutions or others who honor the Card.

SAFETY TIPS FOR USING THE ATM

The automatic teller machine provides you quick, convenient access to your money. By following these important safety tips, you can safely use the ATM whenever you need cash:

- Memorize your Personal Identification Number (PIN). Do not write your PIN on your Card or leave it in your wallet. Your card can only be used with your PIN. If your card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use of your card, notify the Credit Union immediately.
- Keep your ATM Card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, notify the Credit Union immediately.
- When using the ATM at night, be sure you are in a well-lighted area. If someone in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your ATM Card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area, at once. Notify the Credit Union as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your ATM Account to strangers or inquirers on the telephone. Communicate this information only to the Credit Union in person.

DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS

If you have arranged to have pre-authorized electronic deposits of your net paycheck, payroll deductions, pension checks, or other recurring payments, (for example, Social Security payments), the following provisions apply to you in addition to those previously stated.

ACCOUNT ACCESS: Pre-authorized deposits may be made to your Account(s).

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS: If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your Account at least once every sixty (60) days, the third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your Account. If you have not made such an arrangement you may telephone us at (800) 391-8725 and we will advise you whether or not the pre-authorized deposit has been made.

DOCUMENTATION OF PRE-AUTHORIZED DEPOSITS: You will receive a monthly statement for each Account which had Electronic Funds Transfer activity during the month.

DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES

If you have requested a pre-authorized payment from your Share or Checking Accounts such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you.

RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT:

INITIAL AUTHORIZATION: You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.

NOTICE OF VARYING AMOUNTS: If your pre-authorized payment varies in amounts, the party who will receive the payment is required to tell you ten (10) days before each payment when it will be made and how much it will be. You 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 you set.

PERIODIC STATEMENT: You will receive a monthly statement for each account which had Electronic Funds Transfer activity during the month.

RIGHT TO STOP PRE-AUTHORIZED PAYMENT: If you want to stop any pre-authorized payment, here's how:

Call us at (800) 391-8725 or write us at 6280 Manchester Blvd., Suite 87, Buena Park, CA 90621, in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. The stop payment order will only apply to that particular payment, however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment arrangement has been terminated. We may ask for a copy of the termination notice which you must provide to us within 14 days of our request. In accordance with our Fee Schedule we will charge you for each stop payment order you give.

OUR LIABILITY FOR FAILURE IN WRITING TO STOP PAYMENT: If you order us to stop your pre-authorized payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

DISCLOSURES APPLICABLE TO THE AUDIO RESPONSE SERVICE

If you requested or are using the California Agribusiness Credit Union Audio Response Service, the following provisions apply to you in addition to those previously stated.

The Audio Response Service is available 24 hours a day, seven days a week. Using a Touch-Tone* telephone or one that emulates the sounds of a Touch-Tone telephone, the following transactions are available:

- Perform account balance inquiries.
- Process check withdrawals from your accounts.
- Confirm receipt of deposits of payments.
- Make loan payments by transferring funds from a Regular Share or Checking account to your loan.
- Transfer funds between your accounts.
- Confirm a check clearance.
- Any other services which we may offer in the future.

CONFIDENTIALITY OF PIN: You agree to hold your PIN in strict confidence and you will notify the Credit Union immediately if the PIN is lost or stolen. If you disclose your PIN to anyone, you understand that you have given them access to your accounts via the Audio Response Service and that you are responsible for any such transactions. You further understand that your PIN is not transferable.

You understand that all terms and conditions associated with your Regular Share, Checking Account and loan accounts apply to the California Agribusiness Credit Union Audio Response Service. Sufficient verified funds must be available to satisfy your transaction instructions.

PERIODIC STATEMENT: You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has Audio Response Service activity during the month, for the following transactions:

1. A withdrawal
2. A transfer
3. A loan payment made by a transfer to your Credit Union loan account.

* Touch-Tone is a registered trademark of AT&T

DISCLOSURES APPLICABLE TO ALL ELECTRONIC FUNDS TRANSFERS

INFORMATION DISCLOSURE TO THIRD PARTIES: The Credit Union will disclose information to third parties about your Account(s) or the transaction you engage in as provided in the Credit Union's privacy policy and:

1. Where it is necessary for completing transactions, or
2. In order to verify the existence and conditions of your Account(s) for a third party such as a credit bureau or merchant, or
3. In order to comply with governmental agency or court order, subpoena or other legal process, or
4. If you give us your written permission.

PERIODIC STATEMENTS: At least quarterly, you will receive a statement for each Account which may be accessed by an Electronic Funds Transfer. You will get a statement of Account each month in which you made a reportable Electronic Funds Transfer.

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS: Telephone us at (800) 391-8725 or write us at California Agribusiness Credit Union, 6280 Manchester Blvd., Suite 87, Buena Park, CA 90621 as soon as you can if you think your statement

or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared:

1. Tell us the name and Account number.
2. Described the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may choose not to provisionally credit your account during the additional time that may be required to investigate your complaint or question.

EXCEPTION: We have up to twenty (20) business days to provisionally credit your account if the notice of error involves an electronic funds transfer to or from an account within thirty days after the first deposit to the account was made (i.e. a new account). For new account transactions, or foreign-initiated transactions, or resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), we may take up to 90 calendar days to complete our investigation.

EXCEPTION FOR CERTAIN VISA CHECK CARD TRANSACTIONS:

We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than cash disbursement at an ATM. Except that if we determine that the circumstances or account history warrant a delay, you will receive credit within 10 business days.

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

If an Automated Clearing House (ACH) transaction (preauthorized recurring transfer) takes places that you did not authorize (never authorized, or previously authorized but cancelled, or authorized but for a different amount or different date), we must hear from you as soon as you are aware of the unauthorized transfers, or within sixty (60) days of our sending the periodic statement showing the unauthorized or erroneous entry. If you tell us orally, we require you to give us written confirmation.

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

DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:

Tell us AT ONCE if you believe your ATM Card, VISA Check Card, PIN or Audio Response PIN has been lost, stolen or discovered by an unauthorized person, or if you believe that someone may have used your Card, PIN or Audio Response PIN without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your designated Account(s), plus funds in your other Accounts and your maximum Overdraft Line-of-Credit, if applicable. Call (800) 391-8725 or write us at California Agribusiness Credit Union, 6280 Manchester Blvd., Suite 87, Buena

Park, CA 90621, Attn: ATM Department. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card, PIN or Audio Response PIN without your permission.

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

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days.

We may require you to provide a written statement regarding claims of unauthorized transactions.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you authorize someone else to use your Card and PIN or Audio Response PIN you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction(s) exceeds what you authorize.

EXCEPTION FOR CERTAIN VISA CHECK CARD TRANSACTIONS:

Notwithstanding the above, you will have no liability for unauthorized VISA Check Card transactions that are processed through VISA. If a VISA Check Card transaction at an ATM is not processed through VISA (such as a cash withdrawal from your Checking Account) this exception will not apply.

CREDIT UNION LIABILITY FOR FAILURE TO COMPLETE TRANS-

ACTIONS: If we do not properly complete an Electronic Funds Transfer to or from your Account(s) on time or in the correct amount according to our agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, your Account(s) does not contain enough money (or sufficient collected funds) to complete the transaction.
2. If your Account is frozen because of a court order or a similar reason.
3. If the authorized ATM or other Electronic Funds Transfer System does not have enough cash.
4. If the authorized ATM or Audio Response Service equipment or other Electronic Funds Transfer System was not working properly.
5. If your Card, PIN or Audio Response Service PIN has been reported lost or stolen and we have blocked the Account(s).
6. If circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
7. If your Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN or Audio Response Service PIN has been repeatedly entered incorrectly.
8. If your Card is retrieved or retained by an ATM.
9. If the failure to complete the Electronic Funds Transfers is done to protect the integrity of the system and/or to protect the security of your Accounts.
10. If we receive incorrect or incomplete information from a government agency, an automatic clearing house, or any other parties or entity.
11. If we have reasonable basis for believing that unauthorized use of your PIN or designated account have occurred or may be occurring or if you default under any agreement with us or if you or we terminate this agreement.

12. If the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment.
13. If the transaction information supplied to us by you or by third parties (e.g., terminal owners, affiliated networks, etc.) is incorrect or untimely.
14. There is a malfunction in your personal computer browser and/or software.
15. You fail to properly follow Audio Response Service instructions on how to make a transfer or payment.
16. If there are any other circumstances beyond the control of the Credit Union.
17. We may establish additional exceptions.

CHARGES FOR ELECTRONIC FUNDS TRANSFER SERVICES:

All charges for use of our Electronic Funds Transfer are disclosed in our Fee Schedule, which is provided with this Disclosure and Agreement. Additional copies can be obtained from any of our offices. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

TERMINATION OF ELECTRONIC SERVICES:

You may, by written request and by actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. We may terminate your right to make electronic fund transfers at any time upon written notice, provided you are a member in good standing. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of this Disclosure and Agreement or any account agreement has been breached by you or you become a member not in good standing. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Termination of electronic services does not terminate your accounts or agreements with us and will not effect your authorization for transfers or payments made prior to termination.

Upon termination, whether by you or us, any unprocessed payments or transfers will be cancelled. Also, you agree to notify any third parties receiving bill payment transfers that the service has been cancelled, and we will have no responsibility in this regard. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are terminating the service. We will cancel any scheduled payments and transfers immediately upon our receipt of your termination notice or upon our cancellation or suspension of service.

Any financial service provided by the Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the Credit Union's discretion. You further agree, should illegal use occur, to waive the right to sue for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

CHANGES TO ELECTRONIC FUND TRANSFER SERVICES OR THIS AGREEMENT:

We may limit services or transactions available from time to time. We will provide you notice of such limitations if required by law to do so. We may expand services or transactions available from time to time. We may make amendments to this Agreement which will become effective upon the date stated in the notice sent to you by mail. If you maintain or use the electronic funds services after the effective date of the change, you confirm your agreement to the change and/or expansion of services or transactions.

ACH AND WIRE TRANSFERS: This Agreement and Disclosure is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of California. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association rules. These rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

HOLDS ON FUNDS: The Credit Union reserves the right to place a "hold" on funds deposited to your Account(s) for a reasonable period of time. You may not withdraw funds in excess of the available funds from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your Account at the time of posting subject to the hold. A copy of the Credit Union's "Disclosure of Delayed Availability of Deposited Funds Policy" can be found in the Truth-In-Savings Disclosure.

REGULATION "D" LIMITATION: Due to Federal Reserve Regulation D, you may not make more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals per month from your Regular Share Account to another Credit Union Account of yours at California Agribusiness Credit Union or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction, and no more than three (3) of the six (6) such transfers may be made by check, draft, VISA Check Card, or similar order made by you and payable to third parties.

OWNERSHIP OF THE ATM OR VISA CHECK CARD: The Card remains the property of CALIFORNIA AGRIBUSINESS CREDIT UNION and you agree to surrender the Card to us upon demand or through retrieval by any authorized ATM.

DISCLOSURE CONTROLS: Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls.

APPLICABLE LAW: Except as governed by Federal law, this Agreement shall be construed and governed in accordance with the laws of the State of California.

FOREIGN TRANSACTIONS: Transaction in foreign currencies will be converted (as appropriate) into U.S. dollars equivalent as of the date of the foreign transactions.

PRIOR AGREEMENTS: All agreement applicable to your various Accounts. Share Certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the Card, PIN or Audio Response Service PIN except that if any such Account is an Account requiring two or more signatures, all signature requirements are hereby waived by you and any other parties may withdraw funds in connection with a transaction initiated by the use of the Card and PIN or Audio Response Service PIN and each party agrees to be bound by the transaction.

DOCUMENTATION: You can get a receipt at the time you make any Electronic Funds Transfer to or from your Account at an ATM or point-of-sale terminal.

COLLECTIONS: The Credit Union may collect amounts owed to us by you under this Disclosure and you agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees, for enforcing our rights under this Disclosure. You agree to repay any

withdrawals which create an overdrawn balance upon demand or if you are in default or have failed to satisfy a financial obligation to us. The Credit Union has a security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe without notice to you once you are in default.

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

NOTICE: If you do not agree to the terms of this Disclosure and Agreement, destroy your ATM Card and/or VISA CheckCard immediately by cutting it in half and returning it to California Agribusiness Credit Union and do not use the Audio Response Service. THIS DISCLOSURE SUPERSEDES ANY VERBAL INFORMATION RECEIVED BY YOU FROM AN EMPLOYEE OF THE CREDIT UNION.



6280 Manchester Blvd. • Suite 87, Buena Park, CA 90621
(800) 391-8725 • (714) 690-4865 • Fax (714) 690-4863

Camarillo Office: 916 W. Ventura Blvd., Camarillo, CA 93010
(800) 459-6090 • (805) 484-6436 • Fax (805)484-6536

24/7 Teller Machine (877) 431-2820

E-mail: info@calagcu.org

www.calagcu.org

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

PLEASE KEEP THIS
BROCHURE FOR
YOUR RECORD

Effective January 1, 2003

