

January 2023

Dear Member,

FAST Federal Credit Union is committed to helping our members achieve their financial goals. We are over 18,000 members strong and provide a full range of high-quality financial services at the great rates and low-cost you can expect from a first-class credit union.

From time to time, despite best intentions, problems and disputes can arise and FAST is committed to resolving member and credit union disputes in an efficient, transparent, and agreeable manner. Our history to you and the community backs this up, and we renew this commitment today.

As part of our responsibility to provide exceptional member service, we are making enhancements to our Membership Account Agreement including, but not limited to, Arbitration and waiver of Class Action, Transaction Limitations, Overdraft Protection and Share Certificate Accounts. See summary of changes included with this letter.

How does Arbitration impact the Member?

- If we cannot resolve a dispute related to the Agreement and services provided, or if you are not satisfied with the outcome of the dispute, you may choose to have someone outside the credit union address and settle the matter, also known as arbitration.
- The Arbitration process replaces your option and right to go to court or participate in class action lawsuits. The Arbitration process is described in more detail in the enclosed.

FAST weighed many factors when making the decision to include Arbitration into our member complaint resolution process. Ultimately, we believe adopting an arbitration approach will be a faster and less expensive process for both our members and the credit union.

You have a Choice: How you can Opt-Out of Arbitration?

- If you do not want to use Arbitration, then you must let us know by **March 1, 2023**.
- You must send written notice to the following address and include your name, your account number, and statement declining to accept the Arbitration Agreement provisions:

FAST Federal Credit Union, 312 W. 7th Street, Hanford, CA 93230.

- By doing nothing, you accept the update to FAST's Arbitration Agreement provisions.

Your decision to opt-out of Arbitration will not impact FAST's commitment to provide the highest level of service to you. FAST follows the credit union philosophy of "people helping people." Meaning, our profits are returned back to you in the form of higher dividends, lower rates and fees, community development, and more.

If you have any questions, please contact FAST to answer any questions you have about any of the changes outlined herein. Please visit www.FAST.com to view a complete copy of the Membership Account Agreement and Disclosures.

Thank You for Being a Member,

FAST Federal Credit Union

Important Changes to Your Account Terms

This is an addendum to and Notice of Change in Terms to your Master Account Agreement and Disclosures ("Agreement"). It is incorporated into and becomes a part of your Agreement and is effective **March 1, 2023**.

The following is a summary of changes that are being made to your account terms. All other terms and conditions of your Agreement remain unchanged.

Account Agreement, page 2, Arbitration And Waiver of Class Action has been added.

Arbitration And Waiver of Class Action

THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT(S) AND RELATED SERVICES. IN PARTICULAR, YOU AND WE AGREE AT THE ELECTION OF ANY PARTY, ALL CLAIMS BETWEEN US SHALL BE RESOLVED THROUGH MANDATORY BINDING ARBITRATION PURSUANT TO THIS SECTION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

Arbitration and Waiver of Class Action. You and the Credit Union agree at the election of either party, you and the Credit Union will resolve in binding arbitration any and all disputes arising out of, affecting, or relating to this Agreement or any other agreement between you and us, your accounts, your transactions with us, or the products or services we are, or have provided, or will provide, or have offered to provide to you, any fees you may have been charged by us, or any aspect of your relationship with the Credit Union ("Claims"). The term "Claims" includes (i) Claims between you and us or our parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors, or other representatives, and (ii) disputes regarding the validity, enforceability, or scope of this Arbitration Agreement or this Agreement, including but not limited to whether a given claim or dispute is subject to arbitration. The term "Claims" is to be given the broadest possible meaning.

You and we agree any and all Claims threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("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 us, be resolved by binding arbitration. Any arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy can be obtained at any branch location, or on FAST Credit Union website www.FASTCU.com.

Either you or we 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. If you or us has filed a Claim in court, you and we agree that the filing party retains the right to seek to resolve any Claim between us in arbitration, including any Claim that is filed as a counterclaim, cross-claim, or separate claim in that proceeding. In such a case, upon the election of any party, the entire dispute shall be resolved in arbitration pursuant to the provisions of this section. For the avoidance of doubt, filing a Claim in court shall not be construed as waiver of the right to initiate arbitration of that Claim or any other Claim that you or we may file against each other.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. Other rights you or we would have had in court may also not be available in arbitration. By entering into this Arbitration Agreement, you and we will not have the right to (i) have a court or jury decide the claim being arbitrated, (ii) engage in pre-arbitration discovery to the same extent that you or we could in court, (iii) as set forth below, participate as a representative or member of any class or of claimants in a class action, in court or in arbitration, relating to any claim subject to arbitration, or (iv) join or consolidate claims other than your Claims or our Claims. IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT OR A COMPARABLE COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

This Arbitration Agreement is interpreted and enforced in accordance with the Federal Arbitration Act set forth 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 Claims at issue. This Arbitration Agreement shall not apply to Claims initiated in or transferred to small claims court. This Arbitration Agreement does not apply to: any Claims relating to (1) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (2) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

Selection of Arbitrator. Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement supersedes the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, then you and we shall agree on a substitute arbitration forum (such as JAMS), and the arbitration shall be governed by that forum's procedural rules applicable for streamlined arbitration proceedings except as expressly modified by this Arbitration Agreement.

Effective Date. This Arbitration Agreement is effective as of the date the account that is subject to this Agreement is opened.

Arbitration Proceedings. The arbitration shall be conducted as a virtual arbitration hearing unless you and we mutually agree to a different location in writing. Any claims and defenses asserted in court can be asserted in the arbitration. The Arbitrator is entitled to award all of the same remedies a court can award, including any kind of injunctive relief awarded by a court. Discovery shall be available for nonprivileged 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.

The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees if we are required to do so by applicable law. Conversely, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs.

Any determination as to whether this Arbitration 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.

Jurisdiction. You and we agree our relationship includes transactions involving interstate commerce and these arbitration provisions are governed by and enforceable under the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of California shall apply.

Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE YOU AND WE ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT, or CLASS-WIDE ARBITRATION. **YOU AND WE WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY.** Unless mutually agreed by you and the Credit Union, claims of two or more persons may not be joined or consolidated in the same arbitration (unless the persons are joint account holders or beneficiaries on your account).

Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions remain fully enforceable.

Arbitration Award. The arbitration and the arbitrator's award is final and binding unless a party appeals the decision in writing to the arbitration forum within 15 days according to the rules of the arbitration forum. A final and binding arbitration award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as judgement in any court having jurisdiction.

Agree to Resolution of Disputes by Arbitration. If you agree to the resolution of disputes by arbitration and be bound by the Arbitration Provisions, then you do not need to take any action. By taking no action, your accounts and related services will be bound by the Arbitration Agreement effective immediately.

Decline Resolution of Disputes by Arbitration. If you do not agree to the resolution of disputes by arbitration provisions, then you must provide written notice stating you reject the Arbitration Agreement Provisions within 30 days of opening your account and receiving this notice. You must send the notice to the following address and include your name, your account number, and your statement declining to accept the Arbitration Agreement Provisions:

FAST Credit Union
ADMINISTRATIVE DEPARTMENT
312 W. 7th Street
Hanford, CA 93230

If you exercise this right to opt-out of this Arbitration Agreement, the remaining terms of this Agreement will still apply.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, or call AAA at (800) 778-7879.

CHOICE OF LAW AND VENUE. Except as otherwise expressly noted in this Agreement, this Agreement and all the exhibits shall be construed and enforced according to the laws of the State of California. The parties further agree that, to the extent any party files a Claim against the other party in court and neither party exercises its right to have the dispute arbitrated in accordance with the Arbitration Agreement in this Agreement, any matter which may be brought or pursued in court hereunder shall be brought and maintained only in a state or federal court located in (1) Kings County, California, (2) the county where any real estate collateral pledged to the Credit Union to secure the subject loan is located, (3) in the county where the Credit Union maintains a physical office, (4) in the county where the Borrower resides or has its principal place of business, or (5) any other forum mutually agreed to by the parties. Each party (1) consents to such venue and the court's personal jurisdiction over each party in that venue, and (2) waives the right to have any such lawsuit filed in any other jurisdiction or venue.

Account Agreement – The following sections have been updated. The highlighted text within each provision has been added and/or revised.

7. Deposit Requirements. Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in the Rate Addendum. All accounts are non-assignable and nonnegotiable to third parties. **All deposited funds are subject to the payment system as provided by the Federal Reserve or any authorized clearing house or facility.**

e. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e. payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. **The Credit Union has no responsibility for the order of how payments are received for deposit.** If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made while the credit union isn't open will be credited to your account on the next business day. Deposits received at un-staffed facilities such as night depositories and automated teller machines (ATMs) will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. **The Credit Union has no responsibility for the order of how payments are received for deposit.** You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

8. Account Access

b. Access Options and Power of Attorney. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an ATM, in person, by mail, Internet access, mobile device, automatic transfer, or telephone, as applicable) **will be credited to your account when we receive final payment. The Credit Union is not responsible for the order of how payments are received.** We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. We reserve the right to restrict account withdrawals or transfers from your account, provided we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayment of a check or draft.

9. ACH and Wire Transfers. Except as amended by this Agreement, Electronic Fund Transfers (EFT) we permit are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of California. We may execute certain requests for EFTs by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order EFTs to or from your account. We will debit your account for the amount of an EFT and will charge your account for any fees related to the transfer. We reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. **The Credit Union is not responsible for the order of how ACH and Wire transfers are made or received.** We will not provide you with notice of ACH, wire transfers and other electronic payments credited to your account other than on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law **and payment system rules.** The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain EFT transactions. We will notify you of any such security procedures and you agree our security procedures are commercially reasonable. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

11. Account Rates and Fees. The Credit Union's payment of dividends **or interest** on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth in the Rate Addendum and Fee Schedule. **The Credit Union is not responsible for the order of dividend or interest payments.** You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. The Rate Addendum and Fee Schedule have changes from time to time and you will be notified of such changes as required by law.

12. Transaction Limitations

a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft service with the Credit Union. Drafts or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order **received in the payment system and/or** at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases, for example, any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except **transaction or** checking accounts) of no less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

b. Transfer Limitations. For all savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or Online Banking transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including written orders received through the automated clearing house (ACH). There is no limit to the number of transactions you may make in the following manner, (i) transfers to repay any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals, when such a transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the Transfer Limitations set forth above in any statement period, the Credit Union may impose a charge, refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union. **The Credit Union is not responsible for the order of transaction limitations.**

c. Cash Withdrawals. FAST has the right to limit branch cash withdrawals. Special cash order/requests can be done **5 business** days in advance but are not guaranteed.

13. Overdrafts And Non-Sufficient Funds (NSF) Fees. The information in this section will help you understand what happens if your account is overdrawn. Understanding overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also defines the terms related to overdraft and NSF transactions. Transactions or items include any of the following: debit card transactions, automated clearinghouse (ACH) transactions, online transfers, check transactions, our fees or charges, or other electronic transactions or withdrawals of any type. An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, as

measured by the Available Balance at the time the transaction settles, but we pay the transaction anyway in any order received in the payment system. An NSF transaction is slightly different. In an NSF transaction, a transaction would have caused your account to be overdrawn if we had paid it, but we do not pay the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, you agree we can charge you a fee. While we reserve the right to pay or not pay any item causing your account to be overdrawn, you may request we not pay such items. Upon your request not to pay, we will reject or return any item causing your account to be overdrawn (NSF). We will not honor overdrafts of any type at automated teller machines (ATM) or teller lines.

a. Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our procedures. **The Credit Union is not responsible for the payment order of items received.** The Credit Union's determination of an insufficient account balance may be made at any time between presentation of the item and the Credit Union's processing deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. **If the Credit Union pays an item overdrawing your account,** you agree to pay the overdraft amount disclosed in the Fee Schedule immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any processing deadline limits.

b. How Transactions are Posted to Your Account. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearinghouse (ACH) transactions, online transfers, in-person branch withdrawals, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for several reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

There are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). **It is important to understand how each is applied to your account so you know how much money you have and how much is available to you at any given time.** This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check or draft, the full amount of the deposit may not be available to you at the time of deposit. **Knowing when funds you deposit into your account will be reflected in your available balance and current balance can help you avoid having transactions declined or being assessed fees or charges. Please see our Funds Availability Policy Disclosure for information on when different types of deposits will be made available for withdrawal as certain deposit transactions may be subject to holds. A deposited item may be returned after the funds from the item are made available to you for withdrawal. In this case, we will reverse the credit of the item.**

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

- ❖ **Drafts.** When you write a draft (**paper check**), it is processed through the Federal Reserve System. We receive data files of cashed drafts from the Federal Reserve each day. The drafts drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.
- ❖ **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day **in an order we do not control.**
- ❖ **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time **is authorized.** They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- ❖ **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received **yet the Credit Union does not control the order of receiving.**

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, **it will include any tip you may have added to the bill.** This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment **or the order of the transactions.**

PLEASE NOTE: Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. Even though a transaction has been authorized when your available balance is positive, it still might result in an overdraft if you initiate other transactions that settle while the transaction is still pending. So, don't consider a transaction authorization as a guarantee there will be sufficient funds in your account to pay the transaction when it posts. In such cases, subsequent posting of the pending transaction may further overdraw your account and be subject to additional overdraft fees.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law **and received by the payment system.**

c. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. **Your actual balance may not be the same as your available balance, and understanding the difference is helpful to determine if a transaction may cause an overdraft or NSF.**

- ❖ **Actual Balance** – Your actual balance (**sometimes called current balance or ledger balance**) reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect drafts you have written and are still outstanding or transactions that have been authorized but are still pending **and have not settled.**
- ❖ **Available Balance** – Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds, minimum balance requirements, or to comply with court orders.

We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. **You should assume any item which would overdraw your account based on your available balance may create an overdraft.**

d. Returned Item/Non-Sufficient Funds (NSF) Fees. The Credit Union may return a check or debit transaction (e.g., ACH payments) submitted for payment against your checking or savings account if the amount of the check or debit exceeds the available balance in your checking or savings account. Each time we return a check or debit for insufficient funds, we will assess NSF fees in the amount shown on the Credit Union's current Schedule of Fees and Charges for each returned check or debit item. If the merchant that submitted the initial check or debit submits the same item again, after it is rejected the first time, then we may reject it again and charge another NSF fee resulting in another NSF fee for the same item.

The Credit Union **does not monitor and** has no control over the number of times a merchant may resubmit the same check or debit transaction to us for payment and you will be charged multiple NSF fees in connection with a single check or debit transaction that has been returned for insufficient funds multiple times. There is no limit on the total NSF fees we can charge you for each item presented.

e. Minimizing Fees. The best way to know the amount of available balance you have and to avoid paying overdraft or returned item fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, internet bill payments, online and mobile banking transfers, restrictions on deposits (or returned deposits), **recurring payments**, and any other items that may reduce your available balance.

Keeping track of your balance is important to help minimize fees. You can check or review your Available Balance in several ways, including online banking or mobile banking, our automated teller machines (ATMs), calling our contact center at (559) 584-0922 or visiting one of our branches. You can check or review your Current Balance in several ways, including your periodic account statement, online banking or mobile banking, our automated teller machines (ATMs), calling our contact center at (559) 584-0922 or visiting one of our branches.

Assessment of overdraft and NSF fees is determined based on the account's available balance after the close of each day, and not based on the available balance at the time a transaction is authorized. If the available balance, including new deposits, is greater than or equal to the total of new debits after all items and transactions have posted by the end of each business day, there will be no overdraft or NSF fees assessed. If the available balance is overdrawn by \$10 or more after all items have posted at the end of each day, you can be charged overdraft fees for each time we paid an overdraft transaction. If we do not pay a transaction and return or reject it, an NSF fee may be charged. There is no fee if you transfer money and that transfer eliminates an overdraft before the end of each business day on which the transaction posts, in person, through online banking or mobile banking, or over the phone. Except in the circumstances specified below, we will charge an overdraft or NSF fee according to our overdraft policy:

- ❖ **We will not charge an overdraft or NSF fee if your available balance at the end of each day after all transactions have posted is overdrawn by \$10 or less.**
- ❖ **A maximum of four (4) overdraft and NSF fees will be charged per account, per day. Please see our current Fee Schedule for information regarding the associated charges.**

f. Order of Payments. Checks, drafts, items and other transactions may not be processed in the order you make them or in the order we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees may be charged to your account. **In the payment processing system we have no control over the order payments will be received.**

14. Overdraft Service. Overdrafts are paid at the Credit Union's discretion, which means we do not guarantee we will always authorize and pay any type of transaction. Overdraft **coverage** is at the sole discretion of the Credit Union and is based on your managing your checking account in a responsible manner. **The fact we may pay transactions or items overdrawing your account does not obligate us to do so later. So, you cannot rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have done so in the past. We can change our practice of paying, or not paying, transactions or items overdrawing your account without notice to you.** If we do not authorize and pay an overdraft, your transaction will be declined and the fees will be charged according to the Fee Schedule. All deposits to overdrawn accounts are applied to the negative balance. **We may use subsequent deposits, including direct deposits of social security or other government benefits, to pay such overdrafts and overdraft fees.** We can cover your overdrafts in the following ways:

a. Linking to your share savings account. When your checking account is opened, at the credit unions' discretion, we may set it up to transfer funds needed from your savings account to cover your overdrafts. There is a fee for this, please see the current Fee Schedule.

b. Overdraft Line of Credit. This service requires you to complete an application and approval is based on your credit worthiness. **If we approve an overdraft protection line of credit for your account, we will pay transactions or items overdrawing your account by transferring funds for your linked line of credit to your checking account. We may charge you a fee for each transfer per our Fee Schedule.**

c. Overdraft Limits. As part of our discretionary standard overdraft coverage that comes with your account, we will assign you an overdraft dollar limit based on your account standing, FICO score, relationship with the credit union and other factors we may deem relevant. The assigned limit is subject to change or be revoked at any time and at our discretion, without prior notification. The assigned limit is not a guarantee we will pay overdrafts and is subject to our discretion of paying or not paying transactions or items causing your account to be overdrawn. We will not pay overdrafts on transactions or items causing your available balance to be negative in an amount equal to or exceeding your assigned overdraft limit, in which case we will decline or return the transactions or items. Returned transactions or items may incur NSF fees.

Our discretionary overdraft coverage is not a loan or line of credit and must be repaid immediately (within 24 hours of negative balance in your account or less). If you opt out of our overdraft services, no overdraft limit will be assigned to your account. No application is required and eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a reasonable manner. For example, if your account is not brought positive within 15 days, this service may be suspended. At 30 days, your account may be closed and we may turn over your account to a collection agency.

d. Opt-In For consumer accounts, we will not charge fees for overdrafts caused by everyday debit card transactions if you have not opted-in and provided your consent to that service. Choosing not to opt-in may result in everyday debit card transactions being declined.

e. Opt-out. If you do not want **overdraft service of any type** on your account, simply complete the form provided at any Credit Union branch or online. This instructs us to return any items presented against insufficient funds unpaid, to not pay any electronic items and to deny overdraft access through electronic **channels such as debit card transactions**. Even though you have opted-out, you will still be charged our fees as disclosed in the Fee Schedule for each item returned.

f. Payment order of items. The order in which items are presented may affect the total fees assessed to your account. The first items we pay are any items submitted electronically: all ACH items, preauthorized automatic transfer, telephone-initiated transfers, ATM withdrawals, debit card transactions, and any other electronic transfers. We then pay any share draft checks cashed on your account or that you have written to us. Finally, we pay the remaining items based on the dollar amount; from the payment order listed herein.

Please be aware holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

20. Remotely Created Checks. For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account, and may charge against your account any remotely created check for which the third party has proof of your authorization. **The Credit Union is not responsible for the order of how payments are presented.**

Truth In Savings, Section 11 – The bolded language below has been added and/or revised.

i. Early Withdrawal Provisions. We may impose a penalty if you withdraw any of the funds from your share certificate before the maturity date. IRA share certificates may incur additional penalties imposed by the U.S. federal government, please consult your tax advisor for more information. Refer to the Fee Schedule for current early withdrawal fees.

If you withdraw principal from your share certificate within six days of opening it, a penalty of seven days' dividends will be assessed, even if the penalty will diminish principal.

If you withdraw principal on your share certificate seven or more days after opening it, but prior to maturity, a penalty will be assessed as follows:

- ❖ **Share certificates with terms one year or less, the early withdrawal penalty is equal to 90 days' dividends, even if the penalty will diminish principal and/or the dividends have not been accrued or earned.**
- ❖ **Share certificates with terms of greater than one year, the early withdrawal penalty is equal to 180 days' dividends, even if the penalty will diminish principal and/or the dividends have not been accrued or earned.**

ATM/Debit

International Transaction Fee¹	Up to 1% of transaction amount
Replacement Card or PIN	\$5
Fee does not apply to cards replaced due to fraud, compromise, or if stolen	
Rush Order of Replacement Card	\$80
Transaction Fees at Non-FAST ATMs – Withdrawals	\$2
ATM Surcharges/Fees By Others: When you use an ATM not operated by FAST, the ATM owner may charge a surcharge fee, which is in addition to the fee above.	
Make unlimited, no fee transactions at 30,000 ATMs displaying the CO-OP ATM symbol. To find ATMs: Co-Op app, www.fastcu.com/atms, or call (888) 748-3266	

Branch Services & Other Fees

ACH Set Up	\$25
ACH set up through Bill Pay	Free
Calling in for Account Inquiry or Transfer	\$3
Cash or Coin Order	1%
Certificate Share (CD) Early Withdrawal	
Within 6 days of opening	7 Days of Interest
1 year or less maturity	90 Days of Interest
Maturity greater than 1 year	180 Days of Interest
Check by Phone	\$15
Coin Handling	
Youth/Child Account (Child must be present & coin deposited into youth/child account)	Free
Members	5%
Non-Members	10%
Damage to coin machine	Expenses + Special Handling
Collection Item (Items subject to charges by paying institution - amount you receive may be less)	
Incoming and domestic	Expenses + \$15
Foreign	Expenses + \$25
Correspondence or Letter	\$15
Escheatment to State	\$2
IRS Backup Withholding	\$10
IRA Withdrawal for Non-Qualified Distribution	\$30
Levy, Lien or Garnishment	Expenses + \$50
Mail-Standard Overnight	Expenses + Special Handling
Notary Service per signature.....	\$15
Quickfone (Telephone Audio Response)	1 Free/Month; Then \$1 each
Preferred Checking or ADB \$1,500-\$2,499	3 Free/Month; Then \$1 each
Classic Club, Elite or ADB \$2,500.....	5 Free/Month; Then \$1 each
Reimbursable Expenses	Expenses + Special Handling
Research (minimum 1 hour)	\$35/Hour
Special Handling	\$15 & up
Statement, Check Copy, Account Printout, or Duplicate Item	\$3
Free online history, check copies, & printouts when signed up for Online Banking	
Teller Check	\$3
Classic Club members receive three free a month	
Unknown Address	\$2/Month
Verification of Account	\$5
Visa Cash Advance in Branch	Greater of \$2 or 1%
Visa Gift Card (unable to unload or reload)	\$5
Visa Travel Money Card (new or reloading).....	\$5
Wire Transfers	
Domestic.....	\$20
International.....	\$50
Incoming.....	\$5

Business/LLC/Inc. Accounts

Cash and Coin Order	1%
Checking Account Fee	\$15/Month

Checking Accounts

Below Minimum Balance

Elite Checking	\$8/Month
Preferred Checking	\$5/Month
New Beginnings Checking	\$1/day

Check Printing FeeVaries depending on style ordered
 Classic Club members receive free Classic Club checks; 1 box a quarter

Checking Account Monthly Fees

New Beginnings Checking	\$10/Month
New Beginnings Checking with Direct Deposit	\$7/Month

Inactive Checking Account (after 6 months) \$2.50/Month

Negative Checking (without Courtesy Pay)

Checking accounts negative balance less than \$100	\$1/day
Checking accounts negative balance \$100 to \$199	\$2/day
Checking accounts negative balance \$200 to \$299	\$3/day
Checking accounts negative balance \$300 to \$399	\$4/day
Checking accounts negative balance greater than \$400	\$5/day

Nonsufficient Funds (NSF) or Unavailable Funds - Fee assessed each time an item is presented & returned due to insufficient or unavailable funds\$22 each

Overdraft Services - Fee assessed for each check, ACH payment, recurring debit card payment, everyday debit card transactions, & other items we pay resulting in an overdraft of available balance. Max of 4 fees charged per day. If account is negative \$10 or less, no fee \$18.95 each

Temporary Checks \$3

Loan Services

Application Free

After denied twice in 6 months \$50

CARFAX® Report \$25

Changing from Automatic Payments \$100

Collections (collect, locate, repossess, etc.) \$100

Contract Collection Account Set up \$25

Demand for Payoff

Real Estate Expenses + \$30

Via dealer if FAST doesn't finance new auto loan \$10

Forced Place Insurance \$25

Payment Extension Request \$25

Payment Returned Check \$25

Reconveyance Fee Expenses + Special Handling

Refinance Existing FAST Auto Loan \$100

Online Banking

Non-Sufficient Funds (NSF of a bill payment) \$22

Online Banking Users without E-statements \$2/Month

Safe Deposit Boxes

Box Rental in our Hanford Branch (H x W x D)

3" x 5" x 21.5"\$30/Year

Classic Club Savings Free (or \$30 off large box)

5" x 5" x 21.5"\$35/Year

3" x 10" x 21.5"\$40/Year

5" x 10" x 21.5"\$50/Year

10" x 10" x 21.5" \$100/Year

Forced Entry or Duplicate Key Expenses + Special Handling

Savings Accounts

Below Minimum Balance \$5/Quarter

Closing Account \$5

Account opened 365 days or less \$25

Excess Savings Withdrawals6 Free/Month; \$2 each thereafter

Classic Club or ADB \$1,500+6 Free/Month; \$1 each thereafter

Inactive Savings Account - After 6 Months with no activity, no active loans, checking under same member number. Fee not applicable to members under 18 years old..... \$2.50/month

Re-Opening Membership within 1st Year \$15

Please note: All fees will be assessed at the time of service or deducted from your account. FAST may charge any of your accounts for any fee due. Any fees or charges assessed to FAST for extra service or special handling of your account will be passed to you. Fees or charges may result in a negative account balance. We reserve the right to change this Fee Schedule at any time. We will notify you as required by law of any changes in charges that may be imposed on an account.

¹ This fee will apply to any transaction initiated in a foreign country whether initiated by the Cardholder while traveling or by a foreign merchant for a purchase a Cardholder makes remotely from the United States, whether or not a currency conversion is required.