



# DEPOSIT ACCOUNT AGREEMENT

*Effective November 1, 2021*

[www.oneunited.com](http://www.oneunited.com)

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Toll Free (877) One-United or (877) 663-8648

California Florida Massachusetts



## **INTRODUCTION**

This Agreement explains the terms and conditions of your deposit accounts with OneUnited Bank and of certain account services (such as Electronic Funds Transfer Services and ATM/Debit Cards). This Agreement includes information about all deposit accounts.

Please refer to our Truth in Savings Disclosure for a listing of consumer deposit accounts, Online Truth in Savings Disclosure for our online consumer deposit accounts and our Business Account Disclosure for a listing of business deposit accounts including accounts for Sole Proprietors.

Please refer to other agreements, such as our Online Banking Agreement, Funds Transfer Agreement, Mobile Deposit User Agreement and Debit Card Agreement, for more details about these services.

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**I. General Rules for Deposit Accounts**

In this Agreement, “you” and “your” refer to a customer who has an account with us for personal, family, household, or business purposes. The words “we,” “us,” “our,” and the “Bank” as used herein refer to OneUnited Bank.

If you appoint someone to act for you as your agent or attorney-in-fact (agent) under a power of attorney, the form must be satisfactory to us in our discretion and unless prohibited by law we may refuse, with or without cause, to honor powers of attorney that you grant to others.

You should retain a copy of this document and all amendments for your future reference.

Aspects of your account with us not covered by these rules and regulations or by other agreements between you and us will be governed by our usual banking practices and applicable law.

**Deposits**

You can make deposits to any of your deposit accounts by mail, by electronic or wire transfer, or in person at a branch office. We may assess a charge for processing cash in a deposit. At our discretion, we may also make other methods of making deposits available to you for your convenience. When you make a deposit by mail or in person, you must use one of our deposit slips.

We have the right to supply missing endorsements on any noncash items (such as checks) submitted for deposit to your account, and to deposit them in your account. We also have the right to limit, refuse, or return any such item.

**Depositing Remotely Created Checks**

These are checks created remotely by a payee (our depositor) under the authority of the account holder (payor) but they do not bear the account holder’s signature. If you deposit a remotely created check, you warrant and guarantee that the remotely created check is authorized according to the terms on its face by the person identified as the drawer. You agree to indemnify the bank from all loss, expense

and liability related to a claim that such draft or check was not authorized by the persons on whose account(s) it was drawn.

### **Withdrawals**

The rules for making withdrawals vary according to the type of account you have. Written requests for withdrawals are accepted by mail, email, and facsimile. In all instances, proceeds will be payable to the account holder.

As required by federal regulations, we retain the right to ask for 7 days written notice before you withdraw money from an interest-bearing account. Early withdrawals from certificates of deposits are only with our consent.

*Checking Accounts.* If you have a Checking Account with us, you can make a withdrawal by writing a check.

*Savings Accounts.* You can make withdrawals from your Savings Account in person or by mail by using our withdrawal slips.

We will not be required to honor more than a combined total of six transfers from any Savings Account to external accounts of yours, or to third parties in any one monthly statement period if the transfers are initiated by means of preauthorized, automatic, telephone or computer instructions. (Please note that, unless we have a separate agreement with you, we will not be required to honor any such instructions.) If you exceed these limits, we may convert your Savings Account to a Checking Account. If we convert your account, we will tell you that we have done so, and we will tell you the type of Checking Account to which your Savings Account was converted. Your funds may no longer earn interest after we convert your account.

*Money Market Deposit Accounts.* You can make a withdrawal from your Money Market Account, in person or by mail, by using our withdrawal slip or by writing a check. In each monthly statement period, we will not be required to honor more than six transfers from a Money Market Account to external accounts of yours, to us, or to third parties if the transfers are initiated by means of preauthorized, automatic, telephone or computer instructions. (Please note that,

unless we have a separate agreement with you, we are not required to honor any such instructions.) On Money Market accounts the six (6) permissible payment instructions may be made by check, draft, debit card, or similar order made by you and payable to a third party. There are no limitations on the number of cash withdrawals. You agree not to write checks or initiate transfers that will result in these limits being exceeded. If you exceed these limits, we may convert your Money Market Account to a Checking Account or close the account. If we convert your account, we will tell you that we have done so, and we will tell you the type of Checking Account to which your Money Market Account was converted. Your funds may no longer earn interest after we convert your account.

*Certificates of Deposit.* The circumstances under which you may make withdrawals from a Certificate of Deposit and the penalties, if any, that apply to early withdrawals are set forth in the Certificate that you receive at the time you open the account. External withdrawals or deposits are not permitted. Except as required by law, withdrawal of a Certificate of Deposit prior to maturity will be permitted only with the consent of the Bank which may only be given at the time of withdrawal.

*Checks.* You agree that we may pay checks drawn on your account that are presented to us for payment in any order and regardless of the date of the check, including post-dated checks (See Posting Order Process). We may pay checks presented more than 6 months after the date of the check and not subject to a current stop payment order, but we are not obligated to do so.

If you use a check to withdraw money from your account, the check must be on a preprinted form that we have supplied to you, or on a form to which we have given prior approval. We will not be required to accept checks that do not meet these standards. We will not be bound by or obligated to comply with any notation or memorandum on a check unless we have agreed in advance to do so. You promise to notify us immediately if your check order is not delivered or is lost or stolen.

We allow electronic check transactions to post to your checking account.

All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by other marks on the back of a check that make our endorsement or any other bank's endorsement difficult to read.

We have the right to charge items back your account if we have given you credit for an item that is returned to us unpaid.

We may also make other methods of withdrawal available to you for your convenience.

### **Presentment**

A transaction is any item that moves money in or out of your account. Types of transactions include, but are not limited to, cash withdrawals or deposits, checks, online payments, debit card charges, wire transfers and loan payments. Your account will be credited or debited on the day an item is presented for processing by electronic or any other means (See Posting Order Process). Items include, but are not limited to, deposits, checks or other orders for payment, transfer, or withdrawal from your account. A determination of your account balance for purposes of assessing an Insufficient Funds Charge Fee or an Uncollected Funds Charge Fee is made at the time of presentment. The available balance is used to determine if you have uncollected funds. The current balance is used to determine if you have insufficient funds. Your available balance and the current balance can be different. The decision to dishonor an item for insufficient funds or uncollected funds may be made at any time between the receipt of the item presented and the time of return of the item, which can be as late as the next banking day.

### **Pending Transactions – Available Balance**

If you review your account during the day in online banking or mobile banking, you may see some transactions as “pending.” Typically, these are pending debit card POS transactions (Point of Sale) that you have authorized with a merchant. These transactions reduce your available balance but have not yet posted to your account.

Your available balance is your current account balance less any holds. Holds include items such as pending debit card POS

transactions or any other holds. Other holds include, but are not limited to, items such as check holds for deposited items, mobile deposit holds, legal orders, etc.

Your available balance is the balance that is used to determine if you have uncollected funds when an item is presented for payment.

Your ledger or current balance is the balance that is used to determine if you have insufficient funds when an item is presented for payment.

### **Uncollected Funds – Impact of Holds**

Uncollected funds can occur with pending account credits (such as holds on deposited checks or mobile deposits), pending account debits (such as pending debit card POS transactions), and other holds such as legal orders.

A hold can immediately reduce the available funds in your account. Sometimes funds in your account are not available to cover a check or other payment because of a hold on your current account balance. When we determine that funds in your account are subject to a hold, then we cannot use the held funds included in your current account balance to pay checks or other items presented for payment. Please review the example below to better understand how holds can result in uncollected fund charges. Fees are assessed in accordance with our Truth in Savings, Online Truth in Savings and/or Business Account Disclosures. Multiple fees may be incurred for each item if the item is resubmitted for payment multiple times against uncollected funds.

NOTE: Authorization and payment of debit card transactions do not always occur simultaneously – there may be days in between where funds are on hold in your account anticipating presentment and settlement of the authorized transaction. Please be aware that holds placed on your account for deposits, and for pending debit card transactions, such as hotel, or car rental deposits, impact your available balance and may cause your account to be assessed fees for insufficient funds or uncollected funds.

Example 1: Jayden has \$300 in his account and buys concert tickets for \$200 using his debit card. Although the ticket seller does not immediately submit the transaction for posting to Jayden’s account, due to the debit card authorization, Jayden’s **available balance** is reduced by \$200 leaving him with an **available balance** of \$100. That night, a \$200 check for Jayden’s car insurance bill is presented for payment. His current balance is \$300, but his **available balance** is only \$100 because of the debit card authorization hold for the tickets he purchased. His \$100 **available balance** is not enough to pay the \$200 check. Jayden’s account is assessed an **Uncollected Funds Charge** when the check is presented for payment.

To avoid an **Uncollected Funds Charge**, closely monitor your **available balance** using mobile banking and online banking.

### Insufficient Funds – Paid and Returned Items

When we determine that you do not have enough funds on deposit in your current account balance to cover a check or other payment, then we consider the check or other payment as an insufficient funds item. OneUnited Bank is not obligated to pay any insufficient fund item presented for payment (checks, online bill payments, ATM withdrawals, debit card transactions, preauthorized debits (EFT/ACH), or any other electronic transactions). Without notice to you, we may pay the insufficient funds item and overdraw your account (an Insufficient Funds Paid item), or we may decline and return the insufficient funds item without payment (an Insufficient Funds Returned item). We pay insufficient fund items at our discretion, which means we do not guarantee that we will always, or ever, pay them. We may pay all, some, or none of your insufficient fund items.

Service charges assessed to your account for items presented against insufficient funds does not obligate us to pay items. We are not required to provide prior written notice of our decision to refuse payment of an item. If we do pay such an item, you agree to repay the overdraft balance amount and all applicable fees immediately without notice or demand from us. Please review the example below to better understand how an overdraft can occur from a debit card transaction, electronic payment and check resulting in an insufficient funds charge. Fees are assessed

in accordance with our Truth in Savings, Online Truth in Savings and/or Business Account Disclosures. Multiple fees may be incurred for each item if the item is resubmitted for payment multiple times against insufficient funds

Example 2: Jasmine has \$300 in her account. She buys groceries in the morning for \$100 using her debit card that is immediately submitted for posting. Her **current balance** is now \$200. An electronic bill payment from her mobile phone carrier for \$50 posts to her account in the afternoon reducing her **current balance** to \$150. That night, a \$300 check for Jasmine’s student loan is presented for payment. Her \$150 **current balance** is insufficient to pay the \$300 check. Jasmine’s account is assessed an **Insufficient Funds Charge** when the check is presented for payment.

To avoid an **Insufficient Funds Charge**, closely monitor your **current balance** using mobile banking or online banking.

We reserve the right to charge interest on any amount overdrawn at the maximum rate permitted by law until paid in full. It is your obligation to keep your account in good standing with the Bank and to bring your account to a positive balance immediately should an overdraft situation occur, without a notice or demand from OneUnited Bank.

Example 3: Jordon experienced both an Uncollected Funds Charge and an Insufficient Funds Charge when two checks were presented over two days. Amounts shown in (parenthesis) below are negative.

Transaction Description	Transaction Amount	Available Balance	Current Account Balance
<b>Day 1</b>			
Opening Balance		\$ 100	\$ 100
Debit Card Purchase Authorization Hold	\$ (80)	\$ 20	\$ 100
<b>Day 2</b>			
Check #1 Posted	\$ (40)	\$ (20)	\$ 60
Uncollected Fund Charge - Paid	\$ (37)	\$ (57)	\$ 23
<b>Day 3</b>			
Check #2 Posted	\$ (30)	\$ (87)	\$ (7)
Insufficient Funds Charge - Paid	\$ (37)	\$ (124)	\$ (44)

Jordon’s **available balance** is not enough on Day 2 because of a POS authorization hold. The available balance is \$20 prior to the \$40 check posting. The **Uncollected Fund Charge** is assessed because of the \$80 POS debit card authorization hold.

On Day 3 when the \$30 check posts to Jordon's account, the available balance and the current balance are not enough. The **current balance** is overdrawn by \$7. When the **current balance** is insufficient to pay an item, an **Insufficient Funds Charge** is assessed.

The best way to avoid overdraft fees (Insufficient Funds Charges or Uncollected Fund Charges) is to remain aware of your balances in mobile banking and online banking.

### **Overdraft Services**

We want to educate you on the overdraft services available to cover a purchase or transaction when the funds are not available in your checking account balance. We have two ways these transactions can be covered

- 1) OneUnited Bank offers Overdraft Protection that links your checking account to another OneUnited Bank account as a back up to transfer payments to your checking account to cover transactions presented against insufficient funds. (Overdraft Protection does not cover transactions presented against uncollected funds.) Transactions that may prompt an Overdraft Protection transfer include, but are not limited to, checks, ATM withdrawals, debit card transactions, pre-authorized automatic debits, telephone-initiated transfers, or other electronic transfers. Our Overdraft Protection service is optional and there is no fee associated with the daily Overdraft Protection transfer from your linked account.
- 2) OneUnited Bank also offers Overdraft Privilege in which we will strive to pay checks and other transactions made using your checking account number and automatic bill payments when funds are not available in your account. When an account has insufficient funds, an Insufficient Funds Charge is charged for each item whether the item is paid or returned unpaid. When an account has unavailable funds, an Uncollected Funds Charge is charged for each item whether the item is paid or returned unpaid. These fees are provided in our Truth in Savings Disclosure, Online Truth in Savings Disclosure and Business Account Disclosure that include Miscellaneous Fees.

You may contact us to decline enrollment in Overdraft Privilege, our standard overdraft service. Opting out of the service may result in items presented for payment being returned unpaid if you do not have Overdraft Protection.

For businesses, Overdraft Privilege automatically covers ATM and everyday debit card transactions. For consumers, we can only extend Overdraft Privilege to your ATM and everyday debit card transactions with your consent and acknowledgment by contacting us or completing an ATM/Debit Card Consent Form.

Please review the Overdraft Privilege Disclosure below.

### **Overdraft Privilege Disclosure (Effective November 1, 2021)**

Overdraft Privilege is a service to cover inadvertent overdrafts to a set limit, subject to the eligibility criteria as explained below. With Overdraft Privilege, we will as a discretionary service and not as a right or obligation guaranteed to you, strive to pay your reasonable overdrafts when your account is in good standing and meets our eligibility criteria. We reserve the right not to pay. Good standing includes the following criteria:

- Age of account
- Number of deposits
- Deposit patterns
- Repayment patterns
- Frequency of overdraft activity

For example, we typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, you have too many overdrafts, or your repayment of overdrafts is not consistent.

When we pay overdraft items for you, you will be charged our Uncollected Funds Charge or Insufficient Funds Charge (-Paid) for each item that is paid. If checks and other transactions made using your checking account number and automatic bill payments are not paid, you will be charged our Uncollected Funds Charge or Insufficient Funds Charge (-Returned). The combined maximum Insufficient Funds Charge and Uncollected Funds Charge per day is six (6) fees for consumers. There is no maximum for businesses. The Uncollected Funds Charge and Insufficient

Funds Charge can be found in our Truth in Savings, Online Truth in Savings and/or Business Account Disclosures that include Miscellaneous Fees. There is no Uncollected Funds Charge or Insufficient Funds Charge if your account balance is overdrawn by \$5.00 or less or if the transaction that overdraws your account is \$1.00 or less. All deposits to an overdrawn account are applied to the negative balance.

**Eligibility** – No application is required for our Overdraft Privilege service; eligibility is at the sole discretion of OneUnited Bank and is based on you managing your checking account in a responsible manner.

**Non-Eligible Account Types** – IOLTA accounts, Public Fund accounts, Court Restricted accounts

**Suspension/Revocation** – Your Overdraft Privilege may be refused, suspended, or permanently revoked at our discretion, which may include the following criteria:

- Your account type is not eligible.
- You are more than 30 days past due on any OneUnited Bank loan or credit card.
- You are subject to a bankruptcy proceeding or other legal matter that may impair your ability to repay an overdraft.
- Your account is being reviewed for fraudulent activity or transactions.
- A consumer reporting agency provides us with a report of negative information.
- You have an outstanding balance on an Overdraft Repayment Plan.
- Your account status is identified as inactive.
- You have an unresolved prior loss with the Bank.
- We do not have a valid phone number, address, or other current contact information for you.

**Transactions Covered** – Overdraft Privilege will be available for checks and other transactions made using your checking account number and automatic bill payments. For consumers, Overdraft Privilege will not be available for ATM and everyday debit card transactions unless you authorize OneUnited Bank by completing an ATM/Debit Card Consent Form. For businesses, Overdraft Privilege automatically covers ATM and everyday debit card transactions.

NOTE: For consumers, if you have consented to Overdraft Privilege for ATM and everyday debit card transactions, please verify your balance before initiating an ATM cash withdrawal. All withdrawals exceeding your balance will be subject to our Insufficient Funds Charge or Uncollected Funds Charge until the account balance is no longer over drawn.

**Posting Order** – The order of when we post transactions can affect your account balance and whether or not you are charged with fees such as an Insufficient Funds Charge. We receive debits (withdrawals), credits (deposits) and holds (reductions to your available balance) throughout the day.

The order in which items are presented for processing or payment may affect the total fees assessed to your account. Transactions may be posted to your account in “batch” (a number of transactions in a file received and posted in accordance with a processing schedule during a business day) or in “real time” (transactions posted as they are made and received for posting to your account). Review the posting order process below.

Example 4: Jessica has \$50 in her account. At 11:00 am, a \$75 Automatic Clearing House (ACH) electronic payment for her cell phone bill is received and posted for payment. Her \$50 current balance is insufficient to pay the \$75 electronic payment, therefore Jasmine incurs an Insufficient Funds Charge. At 2:00 pm that same day, Jessica receives a \$200 deposit through CashApp, which results in her account not being overdrawn at the end of the day. However, due to the sequence of her cell phone bill payment posting before her CashApp deposit was received, she was not able to avoid an Insufficient Funds Charge.

To avoid an **Insufficient Funds Charge**, closely monitor your current balance using mobile banking or online banking.

**Opt Out** – Overdraft Privilege is an expensive way of handling your account and you have the option to have this service removed at any time by calling us at 877-One-United or 877-663-8648 or writing us at OneUnited Bank, Customer Support, 3683 Crenshaw Blvd. Los Angeles, CA 90016 or visiting one of our branch offices and stating that you want to Opt Out of the Overdraft Privilege service. It is important for you to consider

Group	Debit Posting Items	Posting Order Process
1.	<p><b>ATM and Debit Card Transactions</b> – (Includes withdrawals and purchases)</p> <p><b>Branch Transactions</b> – (Includes checks cashed, returned deposit items, cash withdrawals, including money orders and official check purchases)</p> <p><b>Transfers</b> – (Includes transfers between OneUnited deposit accounts or payments to OneUnited loans)</p> <p><b>Wire Transfers</b></p> <p><b>Miscellaneous Electronic Payments</b> – (Includes money transferred from your account using electronic apps such as Cash App/Venmo/Zelle)</p> <p><b>Miscellaneous Fees</b> – (Includes Insufficient Funds, Uncollected Funds, Wire Transfer Fees, Returned Deposit Item Fees, etc., if applicable)</p>	<p><b>Date and Time Stamp Order</b></p> <p>Items post chronologically based on the date and time that our records indicate the transaction was initiated, authorized, incurred, or received for posting.</p>
2.	<p><b>All Checks</b> – Check files are received and processed once per banking day in batch. (Includes OneUnited online bill payments. Excludes checks cashed or negotiated in a OneUnited Bank Branch.)</p>	<p><b>Ascending Dollar Amount in Batch Each Banking Day</b></p> <p>(Smallest to largest)</p>
3.	<p><b>ACH Debits and Other Debits</b> – ACH Files are received and processed multiple times throughout a banking day in batch. (Includes external transfers originated in online banking from your OneUnited account to credit your external bank account or transfers to pay other people (POP Money). OneUnited online ACH bill payments, Overdraft Protection Transfers, and everyday recurring debit card payments are included in this group.)</p>	<p><b>Ascending Record Order in Batch</b></p> <p>(First received, first processed throughout banking day.)</p>
4.	<p><b>Monthly or Annual Fees</b> – (Includes monthly Maintenance Service Charge, Item Fee, Excess Transaction Fee, Annual Retirement Plan fee, etc., if applicable)</p>	<p><b>At The End of Each Period</b></p>

Group	Credit Posting Items	Posting Order Process
1.	<p><i>(Please see the Funds Availability Section for when funds are available.)</i></p> <p><b>Branch Transactions</b> – (Includes cash deposits and check deposits)</p> <p><b>Debit Card Deposit Transactions</b> – (such as Reload @ the Register, MoneyPak and Walmart Rapid Reload)</p> <p><b>Transfers</b> – (Includes transfers between OneUnited deposit accounts or payments to OneUnited loans)</p> <p><b>Miscellaneous Electronic Deposits</b> – (Includes money received to your account from electronic apps such as Cash App/Venmo/Zelle)</p> <p><b>External Transfers</b> – (Includes bank to bank transfers originated in online banking to your OneUnited Bank account from your external bank account.)</p> <p><b>Foreign ATM Deposits</b> – (See Foreign ATM section for funds availability.)</p>	<p><b>Date and Time Stamp Order</b></p> <p>Items post chronologically based on the date and time that our records indicate the transaction was initiated or received for posting.</p>
2.	<p><b>ATM Deposits (at OneUnited Bank ATMs) before 5:00 PM ET on a banking day.</b></p>	<p><b>By 5:00 PM ET Each Banking Day</b></p>
3.	<p><b>ATM Deposits (at OneUnited Bank ATMs) on Saturday, Sunday, or a federal holiday or after 5:00 PM ET on a banking day.</b></p>	<p><b>By 5:00 PM ET the Next Banking Day</b></p>
4.	<p><b>Mobile Deposits</b> – (Includes accepted image deposits)</p> <p><i>(Please see Mobile Deposit User Agreement for when funds are available.)</i></p>	<p><b>The Night the Deposit is Accepted Each Banking Day</b></p>
5.	<p><b>ACH Credits</b> – ACH files are received and processed multiple times throughout a banking day in batch. (Includes bank to bank transfers originated in online banking using the external transfer feature to deposit funds from your external bank account to your OneUnited Bank account.)</p>	<p><b>Ascending Record Order in Batch</b></p> <p>(First received, first processed throughout banking day.)</p>

that by opting out of this service without some other form of overdraft service such as Overdraft Protection, you are instructing us to return all items presented against insufficient funds as unpaid items. If you opt out, you will be charged our Insufficient Funds Charge. **Customers who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt out if you do not want the Bank to apply those funds to pay an overdraft.**

**Excessive Use** – We monitor customer accounts for chronic or excessive use. If you overdraw your account more than six times for which a fee is assessed in a rolling twelve-month period you will be contacted to review alternatives and/or your continued use of Overdraft Privilege.

**Financial Education** – OneUnited Bank believes that financial literacy and education helps customers make informed decisions. Heightened awareness of personal financial responsibility helps customers realize the benefits of responsible money management, understanding the credit process and the availability of help if problems occur. [www.MyMoney.gov](http://www.MyMoney.gov) is the federal government’s website that serves as the one-stop for federal financial literacy and education programs, grants, and other information. To request a personal financial toolkit, call **1-888-MyMoney**. OneUnited Bank also offers a Financial Education Center at [www.oneunited.com/learn](http://www.oneunited.com/learn).

**Deposit Account Agreement** – Our Deposit Account Agreement describes the duties, obligations, and rights of depositors, authorized signatories, and OneUnited Bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**Remedy:** You and OneUnited Bank agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege service or your or the Bank’s performance there under, except for matters you or OneUnited Bank take to small claims

court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

**Waiver:** OneUnited Bank’s forbearance from, or delay in, exercising any of the Bank’s rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of OneUnited Bank’s rights, remedies, or privileges.

### **Standard of Care**

We use automated systems in the processing of checks in order to handle a high volume of items at the lowest possible cost. You agree that, to the extent that such systems are comparable to those used in general banking practice, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not include detecting forgeries or alterations that could not be detected by an ordinary person acting with reasonable care.

### **Liability**

You agree to hold us harmless from and against any and all claims, demands, liabilities, losses, damages (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees, whether incurred at trial, on appeal, or without litigation) arising directly or indirectly from your account, provided that we have exercised ordinary care pertaining to the matters giving rise to any such claims, demands, liabilities, losses, or damages.

You agree that we shall not be responsible and shall incur no liability to you for any direct damages that you may incur as a result of our failure to perform properly, or any delay by us in performing our obligations regarding your account unless such failure or delay was the result of our gross negligence. Under no circumstances will we be responsible or incur any liability for indirect, special, or consequential damages that you may incur, even if we were advised of the possibility of such damages.

## **Stopping Payment**

The law permits you to ask us to stop payment of checks drawn on your account. You must tell us the exact amount of the check, the check number, and the full number of the account on which it is drawn for us to be able to stop it. You may also ask us to stop payment of electronic debits to your account by following the procedures described in Part VI of this document, under the heading "Stopping Electronic Funds Transfers." If you submit a stop payment order orally, we may ask you to confirm it in writing and the oral order will be binding on us for only 14 days unless you submit the written confirmation as requested.

If the information that you give us is not correct, or if you do not give us any other reasonable information that we ask for about the check or debit, or if you do not give us the information within a reasonable time before the check is presented, we will not be responsible if we are not able to stop it.

Your check stop payment order will be effective for 6 months. At the end of 6 months, your stop payment order will expire unless at that time you request that it be extended for an additional 6 months. Stop payments on electronic debits will not expire unless you provide us with a specific expiration date.

Payment of a cashier's check or treasurer's check may be stopped only in limited circumstances. We may require that you provide us with a declaration of loss, indemnification, a surety bond, and other documentation before we attempt to stop payment on any cashier's check or treasurer's check.

## **Joint Accounts**

If your account has more than one name on it, we will treat it as a joint account. One joint account holder cannot remove another from the title of the account. If any of the joint account holders dies, his or her share of the account will pass to the remaining account holders. Certain federal benefits (such as Social Security) do not pass, however, and payments made to the account after the recipient dies may not be withdrawn by any remaining account holders.

Each joint account holder who has a signature card on file with us may withdraw, by any method that we make available, any or all of the funds on deposit. Each joint account holder can also make deposits, close the account, enter into agreements concerning the account and stop payment of any check. Each joint account holder guarantees the signatures of the other joint account holders and authorizes them to endorse items payable to him or her individually or jointly, and to cash items or deposit them. We do not have to cash such items or accept them for deposit, however.

If your account is a joint account, we can notify one of you and the notice will be effective for all of the account holders. Similarly, one of you can notify us and we will consider it to be notice from all of you.

## **Trust Accounts**

Unless we have agreed to a different arrangement in writing, if you have deposited money in your own name in trust for someone else, you can withdraw the money or close the account. If you (or all of you, if there is more than one trustee) die, the beneficiary or his or her legal representative can withdraw the balance as permitted by law. We will not release any funds, however, until all legal documents have been delivered to and accepted by us.

## **Transfer of Accounts**

We do not acknowledge any assignment or pledge of your account unless the change in ownership is reflected in the account title in our records.

Savings accounts are nontransferable as defined in federal Regulation D.

## **II. General Terms and Conditions Governing Accounts and Account Services**

### **If You Owe Us Money**

If you ever owe us money for any reason and it is due, we may use the money from any of your accounts with us (including joint

accounts, even if the joint account holder is not otherwise responsible for the debt) to pay the debt, to the extent permitted by law, even if withdrawing the money results in an interest penalty to you. If your joint account holder owes us money and it is due, we may also use the money from your joint account to pay the debt (even though you may not otherwise be responsible for the debt). The use of your funds to pay a debt owed by you or your joint account holder is referred to as our right of “set-off.” Any garnishment or levy against your account is subject to our right of set-off.

If we ever have to engage in any collection activities, including the filing of a lawsuit, to collect what you owe us, you agree to pay our reasonable expenses to the extent permitted by law, including attorney’s fees and court costs.

### **Minimum Balances, Fees, and Interest Rates**

See our Truth in Savings Disclosure, Online Truth in Savings Disclosure and Business Account Disclosure for minimum balance requirements, monthly service charges, Membership information, transaction fees, fees for miscellaneous services, and information about interest rates. Those provisions are a part of this agreement and are applicable to your account.

### **Statements**

We send account statements for all accounts other than Holiday Club and Certificates of Deposit accounts. On accounts for which we send statements, we send a statement for any monthly cycle during which an electronic fund transfer (including an electronic payment or deposit or an ATM or POS transaction) is posted to the account. If no electronic fund transfer is posted to the account, the statement will be sent monthly or quarterly, depending on the type of account and services you have with us. You agree to examine all statements and any accompanying items promptly upon receipt and to notify us of any errors. Your statement and all accompanying items will be deemed correct and free of forgeries, forged endorsements, and alterations, unless you notify us immediately of such an error or within 60 days of your receipt of the statement for an unauthorized electronic item or forty (40) days for image replacement documents or substitute checks governed

by Check 21 (see section IX for more information) or such longer period as you may be allowed by law.

In any case, any claim against us based on your account statement or any accompanying items will be deemed waived by you if not asserted by you in writing within three (3) months of the date of the statement.

We will send your statements to the address we have for you in our records or post them electronically in online banking if you have agreed to electronic delivery. If any statement is returned to us because of an incorrect address, we may stop sending statements to you. If you do not receive a statement, you must notify us of that fact promptly, but in no event later than 20 days after the statement ordinarily would have been received.

If statements are not being sent to you because we do not have a correct address, each statement will be deemed to have been made available to you and received by you on the date of the statement. We do not hold statements. You will not be relieved of your obligations to review your statements and to notify us of any errors or unauthorized items promptly as provided above.

### **Notices**

Any notice we send you will be considered effective when it is personally delivered to you or mailed, postage prepaid, to the last address we have for you in our records. Notice from you will be considered effective when we receive it at the following address:

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016

Notices shall be in writing, except that, when a notice must be immediate, notice may be communicated orally. The Bank may ask you to send written confirmation of any notice you give orally. The Bank will not be liable for any action it takes based on an oral notice from you (or that the Bank reasonably believed was from you) or for any failure to act based on an oral instruction

that, in the Bank's judgment, was unclear or may not have been given by you or that has not been confirmed in writing after a request that you do so.

### **Bank Closing of Your Account**

We have the right to close any of your deposit accounts or terminate any service provided in connection with an account at any time, without advance notice. Accounts that have a zero balance or less and no activity are subject to automatic closure. Our decision to close an account or terminate a service will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination.

### **Disclosures to Consumer Reporting Agencies**

We have the right to report information about your account or any service provided to you to any consumer reporting agency or to anyone you authorize.

### **What Law Applies**

Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the state in which you reside. If there is any conflict between our agreements and applicable federal and state law, the affected agreements will be considered changed to the extent necessary to comply with the law.

### **Evidence**

If we go to court for any reason, we can use a copy (however duplicated), microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original.

### **Our Right to Change this Information**

We can change these rules or any of our agreements with you or any of the Bank's addresses or phone numbers at any time. If we change the rules on the frequency of compounding or crediting interest, grace periods or minimum balance requirements, or if we change any of our fees, charges, or penalties that we are required

to include in this document by applicable law and the change is unfavorable to you, we will send you a notice at least thirty days before we make the change. However, if the change is necessary for security reasons, we do not have to notify you in advance.

If we change any of the other information that we are required to include in this document by applicable law, we will either send you a notice or we will post a notice in our main office and in all of our branches

If there is a conflict between any of the information in this document and something said by one of our employees, the terms of this document will prevail. You agree to this method of settling any differences.

No waiver by us of any term of our Agreement with you on any one occasion shall constitute a waiver of such term on any other occasion.

### **Deposit Insurance**

For purposes of calculating federal deposit insurance coverage, please refer to <https://www.fdic.gov/deposit/>.

### **Collection**

If we incur expenses (including, without limitation, court costs and reasonable lawyer's fees) in attempting to collect any amount owed by you under this Agreement, you will be required and agree jointly and severally if more than one person has applied for the service, to pay our expenses to the extent permitted by law.

### **Source of Funds; Compliance with Law**

You understand and acknowledge that we are required under applicable law and our own policies and procedures to take steps to combat the use of our products, services, and facilities in furtherance of money laundering or other illegal activities. You represent, warrant, and covenant that all funds now or hereafter deposited in your account shall have a lawful source and that you shall not conduct or initiate any transaction in or through your account or through us that is unlawful under the laws of the United States, the Commonwealth of Massachusetts, State

of Florida, or the State of California or any other jurisdiction the laws of which are applicable to such transaction.

### **Waiver**

No waiver of any of the Bank's rights under law or any agreement we have with you will constitute a waiver of that or any other right on any other occasion

### **For More Information**

To obtain additional information relating to your OneUnited Bank deposit accounts or account services, come into any of our offices, visit our website ([www.oneunited.com/FAQs](http://www.oneunited.com/FAQs)) or call us at (877) 663-8648.

### **Unlawful Internet Gambling Enforcement Act (UIGEA)**

The Unlawful Internet Gambling Enforcement Act (UIGEA), signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The U.S. Department of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement the Act.

As defined in Regulation GG, unlawful internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made".

As a customer of OneUnited Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business your request to open a new account will be denied; if you maintain an existing commercial account with One United Bank and evidence determines you do engage in an internet gambling business your account will be subject to closure.

For information on Unlawful Internet Gambling Enforcement Act (UIGEA) please speak with our Financial Service Representatives by calling 1-877-OneUnited or 1-877-663-8648.

## **III. Funds Availability**

### ***Florida and Massachusetts***

Our general policy is to delay the availability of certain funds that you deposit by check into your account. During the delay, you may not withdraw the funds in cash or transfer funds and we will not use the funds to pay checks, debit card transactions, or other preauthorized withdrawals that you have authorized for payment or that are presented for authorization (in the case of a debit card transaction). The first \$225 from deposits of checks for any business day will be available on the first business day after the day of your deposit; in general, the remaining funds will be available by the second business day after the day of the deposit. Funds from electronic direct deposits will be available on the day we receive the deposit.

### ***California***

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day, however the first \$225 from deposits of checks for any business day will be available on the first business day after the day of your deposit; then, the funds will generally be available by the second business day after the day of the deposit.

### **For all Customers:**

#### **Immediate Availability**

Electronic direct deposits will be available on the day we receive the deposit (example: social security benefits and payroll payments).

For determining the availability of your deposits, every day is a business day or banking day, except Saturdays, Sundays, and federal holidays.

#### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of deposit: ATM deposits in our terminals if deposited before 5:00 pm ET.

- Checks that are drawn on OneUnited Bank.
- U.S. Treasury Checks that are payable to you.
- Wire Transfers

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- Cashier’s, treasurer’s, and teller’s checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Money Orders, if these items are payable to you.
- State and local government checks that are payable to you.

If you make any of the four types of deposits listed above without making the deposit in person to one of our employees (if, for example, you make the deposit by mail or at a OneUnited Bank owned ATM after 5:00 pm ET), funds from the deposit will be available on the second business day after the day of your deposit.

### **Special Rules for New Accounts**

This rule applies to new customers, having no other accounts with the Bank, within the prior 30 days. This rule also applies to existing customers who have not had a transaction account with the Bank within 30 days prior to opening a new account (for example: a customer who may have a savings account only and decides to open a checking account). This rule is applied during the first 30 days the account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s checks and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not

be available until the second business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.

Funds from all other check deposits not described above will be available on the ninth business day after the day of your deposit.

### **Deposits at Foreign ATMs**

Generally, deposits are not permitted at automated teller machines we do not own. Where such deposits are permitted, however, any funds deposited (including deposits of cash and/or checks) will generally be made available on the fifth business day after the day of your deposit. Please also see Longer Delays May Apply.

### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

## **IV. Electronic Payments and Deposits**

From time to time, you may authorize someone other than us (a “third party”) to transfer money electronically to your Club Account, or you may authorize the transfer of money electronically to or from your Checking, Savings, or Money Market Account. You can make an “electronic payment” of an amount you owe (such as a monthly mortgage payment) by authorizing

a third party to transfer the payment amount from your account electronically, or you can authorize a merchant to convert a paper check to an electronic funds transfer, or to debit your account electronically for a transaction fee. You can receive “electronic deposits” of amounts owed to you (such as salary payments or social security benefits) to any account if you instruct the third party who pays you those amounts to deposit the payment into your account electronically.

You may also use our “Link Line” telephone transfer service by calling toll-free (877) 663-8648 and asking for Link Line to transfer money between any of your Savings, Checking, or Money Market Accounts and make payments on your OneUnited Bank loans.

You may also use “OneUnited OnLine”, our online banking service, “OneUnited Bill Pay” or “Funds Transfer” to transfer funds electronically by visiting [www.oneunited.com](http://www.oneunited.com) to enroll in these services. (See OneUnited OnLine Banking with Bill Payment Agreement and Disclosures, Terms and Conditions of the Bill Payment Services and OneUnited Bank Funds Transfer Service Agreement for more details.) With OneUnited OnLine, you may transfer funds between your Savings, Checking or Money Market accounts or make payments on your OneUnited Bank loans. With Bill Pay, you may make payments from your Checking account to third parties. With Funds Transfer, you may transfer funds to/from any of your accounts at OneUnited Bank to/from any other account held by you at another financial institution. (Payments and Fees from Bill Pay and Funds Transfer may be posted as External Withdrawals.)

**Which Electronic Payments, Deposits, and Telephone or Internet Transfers We Will Honor**

We will honor electronic payments and deposits if the transactions are properly presented through the Automated Clearing House (“ACH”) system or if they are properly presented by a third party with whom we have an agreement to honor them, provided that:

A. In the case of an electronic payment, the account from which funds are being transferred from is not a Holiday Club

Savings or Certificate of Deposit account and you have enough available funds in your account, free of legal restriction, to cover the payment and

B. In the case of an electronic deposit, we receive the payment in your name and enough good funds to cover the deposit of the third party and the account is not a Certificate of Deposit.

We agree to transfer money between your accounts upon your telephone or online banking request, provided that:

A. You properly identify yourself using our current identification standards;

B. You have enough available funds in the account from which you are transferring funds to cover the amount requested; and

We allow electronic check transactions to post to your checking account.

We are not required to honor other electronic payments, deposits, or telephone transfers, although we may do so from time to time.

**Limits on Electronic Payments and Telephone or Internet Transfers and Debit Card Transactions**

We are required by federal regulations to limit the number of preauthorized, automatic, telephone, and internet computerized transfers and withdrawals from Savings and Money Market Accounts to other accounts of yours or to third parties. The limit, which applies separately to each account out of which a transfer or withdrawal may be made, is six transfers per monthly statement period or statement cycle of at least four weeks.

**Liability for Unauthorized Electronic Payments or Telephone Transfers**

You will be liable for unauthorized electronic payments, internet transfers or telephone transfers from your deposit account to the extent allowed by applicable federal and state law and this Agreement. Tell us AT ONCE if you believe any access code that you use for your ATM/Debit card, or to log into online banking, or to make telephone or internet transfers has been lost, stolen,

or used without your permission. Telephoning is the best way, if any, of keeping your possible losses to a minimum.

Massachusetts residents can lose no more than \$50 if you fail to give notice of a lost or stolen access code and someone uses it without your permission.

Florida and California residents could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses it without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of the access code and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

To report the loss or theft of an access device or if you believe that someone has transferred or may transfer money from your account without your permission, call us at any time, or write us at the following location:

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016

(323) 290-4848 California / (877) 663-8648 Toll Free

### **Terminating Electronic Funds Transfers**

You can terminate any electronic payments to a third party from your account by following the procedure described in the section captioned “Stopping *Electronic Payments*,” which appears in Part VI of this document (“*General Terms and Conditions Governing Electronic Funds Transfers*”). To terminate electronic deposits being made to your account by third party, you must request the third party to stop making the deposits.

### **Other Terms and Disclosures**

See Part II (“*General Terms and Conditions Governing Accounts and Account Services*”) and Part VI (“*General Terms and Conditions Governing Electronic Funds Transfers*”) of this document for additional information relating to Electronic Payments and Deposits. See “OneUnited OnLine Banking with Bill Payment Agreement and Disclosures” and the “Terms and Conditions of the Bill Payment Service” for additional information on online banking and bill payment.

### **V. Automated Teller Machine (“ATM”) and Point of Sale (“POS”) Transactions**

This section explains how to use your OneUnited Bank ATM/Debit Card (“ATM/Debit Card”) and sets forth your rights and responsibilities with respect to that ATM/Debit Card. See OneUnited Bank VISA Debit Card Holder Agreement for more information about OneUnited Bank debit cards.

#### **Your ATM/Debit Card and Your Pin Number**

Your ATM/Debit Card can be used at the following automated teller machines, or “ATMs”:

- All ATMs that we own or operate, which will have our name on them.

In your request for an ATM/Debit card, you must designate the deposit account(s) for which you want ATM access. ATM access can be requested for any of the following types of accounts:

- Your Checking Account;
- Your Money Market Account; or
- Your Savings Account.\*

*\*Exception for UNITY Youth Savings*

A PIN or Personal Identification Number (PIN) is required for ATM/Debit Card usage and ATM access.

For your protection you should guard the secrecy of your PIN. You agree not to write the PIN on your ATM/Debit Card and not to keep it any place where it may be found with your Card.

### **Using ATM and Point of Sale Services**

You can use your ATM/Debit Card and PIN at an ATM or Point of Sale (“POS”) terminal. The types of transactions that you can perform will depend on the ATM that you are using and the type of account you are debiting. *Some types of transactions, and transactions involving some of your designated accounts, may not be available to you at all ATMs at all times. For example, you may use your ATM Card and PIN to make deposits to your designated accounts at all ATMs that we own but not at some network ATMs.*

### **ATM and POS Charge by Third Parties**

You may be charged a fee by the owner or operator of an ATM or POS terminal or by the ATM network. We cannot control the amount of such fees. Read posted or screen notices carefully to determine whether such fees will be imposed at a particular ATM or POS terminal and, if so, what the amount of the fee will be.

### **Cash Withdrawals**

You can use your ATM/Debit card and PIN at any ATM to obtain a cash withdrawal from any or your designated account(s). Withdrawals must be in multiples of the amount specified on or by the ATM.

### **Making Payments**

You can use your ATM/Debit Card and PIN at an ATM that we own or operate to make a payment on any loan from us. You can charge the payment to your designated account, or you can deposit a payment envelope in the machine with cash, a check, or a money order. There may be a delay of up to three business days in crediting loan payments that you make at an ATM.

### **Balance Inquiries**

You can use your ATM/Debit Card and PIN to check the available balance in your designated account.

### **POS Transactions**

If your designated account is a Checking Account, you may also use your ATM/Debit Card to pay for purchases of goods and services from merchants.

### **Limits on ATM and POS Transactions**

We will not be required to complete an ATM withdrawal or transfer or a POS purchase from a deposit account if the amount of the transaction exceeds your daily withdrawal limit, as described below, or if you do not have enough available funds in the account (according to our Funds Availability Policy), that are free of legal restrictions, to cover the transaction.

The daily ATM cash withdrawal limit applicable to your account is \$500 dollars unless we have elected a different limit at our discretion. The daily POS transaction limit applicable to your account is at least \$600 dollars unless we have elected a different limit at our discretion. For purposes of administering these limits, a day may be any 24-hour period. At the time this document was written, the daily period ran from 6:00 pm ET on one calendar day until 6:00 pm ET on the next calendar day.

You agree not to use your ATM/Debit Card and PIN for a transaction that would cause the balance in any of your deposit accounts to go below zero. We will not be required to complete any such transactions, but if we do so, you agree to pay any overdraft balance created by the withdrawal immediately upon request. We may also limit or refuse to complete your ATM or POS transaction or revoke your ATM/Debit card if necessary for security reasons without prior notice.

### **Receipts**

You will receive (or be given the option to receive) a receipt for transactions made with your ATM Card.

### **Liability for Unauthorized Transactions**

You will be liable for unauthorized use of your ATM/Debit Card and PIN at an ATM or POS terminal to the extent allowed by applicable federal and state laws and this agreement. Tell us AT ONCE if you believe your ATM/Debit Card and PIN, or either one of them, has been lost, stolen, or used without your permission. Telephoning is the best way, if any, of keeping your possible losses down.

Massachusetts residents can lose no more than \$50 if you fail to give notice of a lost or stolen ATM Card or a disclosed PIN and someone uses your ATM Card or PIN without your permission.

Florida and California residents could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your ATM Card, you can lose no more than \$50 if someone uses it without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of the access code and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do NOT tell us within 60 days after the statement is mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

If you believe that your ATM Card and your Pin, or either one of them, has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, contact us at:

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016  
(323) 290-4848 California / (877) 663-8648 Toll Free

### **Terminating this Agreement**

You can terminate this Agreement as it relates to your ATM Card at any time by notifying us in writing and no longer using your ATM Card and PIN. Termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your ATM Card and PIN after this Agreement has been terminated.

### **Other Terms and Disclosures**

See Part II (“General Terms and Conditions Governing Accounts and Account Services”) and Part VI (“General Terms and Conditions Governing Electronic Funds Transfers”) of this document for additional information relating to ATM and POS transactions.

## **VI. General Terms and Conditions Governing Electronic Funds Transfers**

This section of the document governs your electronic payments and deposits, as well as your ATM and POS transactions.

### **Stopping Electronic Funds Transfers**

If you have made arrangements for electronic payments to be made automatically from your account to third party, you can stop any of these payments. Call us anytime or write to us at the following location:

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016  
(323) 290-4848 California / (877) 663-8648 Toll Free

in time for us to receive your request 3 business days or more before the electronic payment is scheduled to be made. We may accept stop payment requests after this 3-business day limit, but we are not required to do so by law or under this Agreement. 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. (You will be charged our standard fee for stop payments). Once we have processed your request, we will stop all electronic payments initiated by the third party that you have named in your request until we receive written notice from you to rescind the stop payment. If you order us to stop any of these regular electronic payments 3 business days or more before the electronic payment is scheduled to occur and we do not do so, we will be liable for your losses or damages. Except as provided above, your initiation of certain electronic transfers from your account will effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

### **Transactions That We Do Not Complete**

If we do not complete a transaction to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your account to perform the transaction;
- B. If the transaction would cause you to go over the credit limit of your overdraft line;
- C. If an ATM where you are performing the transaction does not have enough cash;
- D. If the ATM or POS terminal where you are performing the transaction is not working properly and you know about the breakdown when you start the transaction;
- E. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- F. If funds are subject to legal process or other encumbrance restricting such transfer; or
- G. If any other specific exceptions stated in this Agreement are applicable.

### **Disclosure of Information About Your Account**

In order to protect your privacy, we will not disclose any information about your account to third parties except:

- A. Disclosures necessary for the completion of a transfer;
- B. To verify the condition and existence of your account for a credit bureau or merchant;
- C. To persons authorized by law, in the course of their official duties;
- D. To our employees, auditors, service providers, attorneys, or collection agents, in the course of their duties;

- E. Pursuant to a court order or lawful subpoena;
- F. To a consumer reporting agency; or
- G. By your written authorization.

If any other disclosure is made, we must inform you within 3 days after we discover that it has occurred.

### **Our Business Days**

Our business days are Monday through Friday, other than bank holidays.

### **Interest Rates, Minimum Balances, and Fees**

See our Truth in Savings Disclosure, Online Truth in Savings Disclosure and Business Account Disclosure for maintenance service charges, miscellaneous fees, electronic funds transfer services, minimum balance requirements and interest rates applicable to your account.

### **Proof of Transfer**

Any documentation provided to you that indicates that an electronic fund transfer transaction (including an electronic payment or deposit or an ATM or POS transaction) was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

### **Joint Accounts**

If any account that is used for electronic funds transfers is a joint account, all joint account holders shall be bound by this agreement, regardless of which account holder requested the electronic fund transfer service.

### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers – Contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. Call or write us at:

Local: 323-290-4848  
Toll Free: 1-877-663-8648  
(1-877-ONE-UNITED)

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, California 90016

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate. 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 while we complete our investigation. For new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

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

## **VII. Service Charge Information**

### **Services Fees**

You agree to pay any standard account fees that apply to your account and to pay fees and charges for such services as ATM and POS transactions, stop payments, treasurer's checks, and other services. These fees may change from time to time. A list of our current service fees for commonly requested services is contained in our disclosures that list Miscellaneous Fees.

No waiver by us of fees on any one occasion shall constitute a waiver of such fees on any other occasion.

### **Fees on Inactive Accounts**

All accounts are subject to the Bank's standard service fees whether or not the account is active. In addition, if there has been no activity (such as deposit or withdrawal) on an account for a period of 2 years (other than posting of interest), the account will be considered to be "inactive" and will be subject to a monthly inactivity fee. Also, under state law an inactive account or safe deposit box must be remitted to the state treasurer's office when there has been no activity and no customer contact for 3 years (Massachusetts and California) or 5 years (Florida). This remittance is referred to as "escheat". If we are required to send the funds from your account to the state, a nonrefundable Escheat Process Fee may be charged to the account immediately prior to remittance. If your account is approaching escheat status, we will mail a notice to you at least 60 days prior to assessing any fees or remitting your funds or box contents to the state. The notice will include instructions on how to activate your account and avoid escheat and, if applicable, the associated fees.

## **IX. Substitute Checks and Your Rights**

The Check Clearing for the 21st Century Act or simply "Check 21" was signed into law on October 28, 2003, and took effect on October 28, 2004. Check 21 changes the processing of checks by authorizing a new negotiable instrument called a "substitute check." Check 21 provides that a properly prepared substitute check is legally the same as an original check for all purposes.

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

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

<b>FACTS</b>	<b>WHAT DOES ONEUNITED BANK DO WITH YOUR PERSONAL INFORMATION?</b> Rev. 10/2021
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons OneUnited Bank chooses to share; and whether you can limit this sharing

<b>Reasons we can share your personal information</b>	<b>Does One United Bank Share?</b>	<b>Can you limit this sharing?</b>
<b>For everyday business purposes–</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes–</b> To offer our products and services to you	<b>YES</b>	<b>YES</b>
<b>For joint marketing with other financial companies</b>	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes–</b> Information about your transactions and experiences	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes–</b> Information about your creditworthiness	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>NO</b>	<b>We don't share</b>
<b>For nonaffiliates to market to you</b>	<b>NO</b>	<b>We don't share</b>

To limit our sharing	<ul style="list-style-type: none"> <li>Visit us online: <a href="http://www.oneunited.com/contactus">www.oneunited.com/contactus</a>, complete the information and select “Privacy – Do not market” from the dropdown menu.</li> </ul> <p><b>Please note:</b></p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 1-877-ONE-UNITED or 1-877-663-8648 or go to our website <a href="http://www.oneunited.com/privacy">www.oneunited.com/privacy</a>
Who we are	
Who is providing this notice?	OneUnited Bank
What We do	
How does OneUnited Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures

	include computer safeguards and secured files and buildings. We restrict access to your personal and account information to those employees who need to know that information to provide products and services to you. Employees who violate these standards will be subject to disciplinary measures.
<b>How does OneUnited Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>Open an account or deposit money</li> <li>Pay your bills or apply for a loan</li> <li>Use your credit or debit card or ATM card</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>Sharing for affiliates' everyday business purposes – information about your credit worthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as BBC Realty Corporation and Family Development Corporation</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliate financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>OneUnited Bank doesn't jointly market.</i></li> </ul>

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

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

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that

we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

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

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

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

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

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

OneUnited Bank  
Attention: Customer Support  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016

(323) 290-4848 California / (877) 663-8648 Toll Free

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstance.

Your claim must include:

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

the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Massachusetts as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

## **X. Disclosures Regarding Electronic “Wholesale Credit” Transactions Subject to Uniform Commercial Code Article 4A**

### **Provisional Payment Disclosure**

Credit given by OneUnited Bank [us] to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

### **Notice Disclosure**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, OneUnited Bank [we] are not required to give next day notice to [you] of receipt of an ACH item and [we] will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **Choice of Law Disclosure**

OneUnited Bank [we] may accept on your behalf payment to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to

## **Contact Information**

[www.oneunited.com](http://www.oneunited.com)

California (323) 290-4848  
Toll Free (877) One-United or (877) 663-8648

California Florida Massachusetts