

## **Credit Union of Southern California Limitation of Services Policy**

### **Section 1: General Provisions**

1. The privilege of Credit Union of Southern California services available to Members must be reserved for Members who are in “good standing.” The purpose of this policy is to protect the employees, volunteers and Members of the Credit Union from abusive Members. To this end, this Policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union’s employees, volunteers and Members. This policy also defines what constitutes a “monetary loss” which may also serve as a basis for limiting member services.
2. The Credit Union’s good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and Members. The Credit Union is committed to treating its employees, volunteers and Members with respect and is committed to maintaining a work place free from unacceptable conduct from any source.
3. In the event that you engage in any type of “abusive behavior” (defined below) towards a Credit Union Member, employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.
4. This Policy extends to any Member “not in good standing” who seeks member services whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you, and the actions of such persons.
5. You will not be considered to be in “good standing” with this Credit Union if:
  - a. You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a “monetary loss” (defined below);
  - b. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union’s membership; or
  - c. You engage in “abusive behavior,” or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.
  - d. The determination of whether you are in “good standing” with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.
6. This Policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.
7. This Policy further extends, as provided in Section 3, in the event that the Credit Union cannot locate or contact you and needs to contact you to prevent further costs and losses resulting from delinquencies on loans or negative deposit balances, or where collections activity is sufficient to cause a material expense to the Credit Union.

## Section 2: Definitions

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

- f. Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- g. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- h. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other Members, employees and volunteers at the Credit Union.
- i. Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- j. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
- k. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- l. Deliberate or repeated violations of security procedures or safety rules.
- m. Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

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

### **Section 3: Policy**

1. Availability of financial services for Members who are not in good standing with this Credit Union will be restricted. Any or all of the following actions may be imposed against a Member who is deemed to be “not in good standing”:
  - a. Denial of all services other than the right to vote at annual and special meetings.
  - b. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
  - c. Preclusion from access to the Credit Union premises.
  - d. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
  - e. Taking any other action deemed appropriate under the circumstances that is not precluded by the Credit Union’s Bylaws or applicable federal or state law.
2. You acknowledge and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other Member will be reported to appropriate federal, state and/or local authorities.

3. In the case of repeated abusive behavior or an extremely abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union.
4. In order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, and/or reduce the expense to the Credit Union and Member(s) of collections activity (each as applicable) we may limit your access to remote, card, electronic, or automatic payment services in accordance with this Agreement/Policy and any applicable loan document.
5. These limitations will not prohibit you from exercising your rights under federal or state law or regulation.