

SafeAmerica Credit Union

Electronic Fund Transfer Agreement and Disclosure

VISA® Debit Card

A. Introduction and Scope of Services; Definitions

This Electronic Fund Transfer (EFT) Agreement and Disclosure (EFT Agreement) applies specifically to transactions initiated by using any of the following devices.

1. STARS Telephone Banking
2. Online Banking, including Online Bill Pay and Mobile Banking
3. Third party transfers to and from your accounts via the Automated Clearinghouse (ACH) network;
4. ATM cards at Bank of the West ATMs and ATMs on other networks we designate and at point-of-sale (POS) terminals on networks we designate; and
5. Debit cards at Bank of the West ATMs and ATMS on other networks we designate, at POS terminals on networks we designate, and merchants and financial institutions that accept VISA® Debit Cards for signature transactions.

Please also refer to your SafeAmerica Member Account Handbook ("Handbook") and the SafeAmerica Fee Schedule ("Fee Schedule"), the terms of which are incorporated by reference into this agreement.

This EFT Agreement does not apply to wire transfers. Other sections of the Handbook governing accounts accessed via EFT, the TIS Disclosure and the Fee Schedule also apply to those accounts. The Fee Schedule discloses fees for EFTs.

By requesting, retaining or using any EFT access device or service we offer, you consent to the EFT Agreement's terms and conditions. "Access device" includes plastic cards, Personal Identification Numbers (PINs), codes and any combination of these devices.

In this Agreement, "you" refers to the member and any joint owner of any SafeAmerica account that is granted EFT service access upon your authorization, and can also mean any person to whom you give permission to use your EFT devices and services, for example a person to whom you have given power of attorney. "We" and "us" refer to SafeAmerica Credit Union. A "debit transaction" is a transaction that withdraws money from the account accessed, such as an online bill payment or a debit card purchase. A "credit transaction" is a transaction that deposits money to the account accessed, such as direct deposit of net pay or Social Security benefits. An "overdraft protection plan" means a SafeAmerica Credit Union line of credit, regular share savings account or money market account that a borrower on the line of credit or owner of the account has authorized in writing as a source of credit advances for transfers to cover overdrafts on a designated SafeAmerica Checking Account. California law and applicable federal law (including Consumer Financial Protection Bureau Regulation E) apply to all EFTs including ACH transactions.

B. Important Security Information

1. Keep Your PIN, Code and Cards Secure

You can't use most EFT services without keying in a PIN or code. The only exceptions are use of debit cards for signature transactions and some ACH transactions. Your unique confidential PIN or code will be given to you only upon your request. Keeping your PIN or code secret will help prevent unauthorized persons from taking money out of your Credit Union accounts.

To keep your PIN or code secret, please follow these simple rules: Memorize the PIN or code, just as you learn a frequently-called telephone number. Do not write your PIN or code on your debit anywhere someone could find it and use it to access your accounts. Don't let anyone use your card or watch you key in your PIN or code.

Call the Credit Union immediately if you believe an unauthorized person may be able to use your PIN, code or card so we can block its use and issue a new device. See "How to Contact Us" at the end of this disclosure or in the Handbook.

No Credit Union representative will ever ask you for your ATM or debit card number or your PIN or code. If such information is requested by a person purporting to represent the Credit Union, do not provide the information.

2. Authorized Users of Your PIN, Code or Card

If you ask us to issue a duplicate card, code or PIN, or if you give anyone else your card, code or PIN, that person can make any transaction on your accounts that you could make yourself. Any transaction made by someone to whom you have voluntarily given your card, code or PIN is considered authorized, regardless of any limits you may have set on that person's permission to access your accounts. For example, if you give your friend your card and PIN and tell her to buy groceries in April, and in October she uses your card to obtain cash from an ATM, the October transaction is considered authorized by you even though you may not have given your friend permission to make it. We are not subject to agreements you make with other people regarding use of your EFT devices. The only way you can stop a person to whom you have given an EFT device from making further use of the device is to ask us to cancel the device.

C. Eligibility

To qualify for EFT services, you must be a member in good standing. Your checking account and credit history with us and other institutions must be satisfactory.

D. Terms Common to All EFTs

1. Right to Receive Documentation

ACH transfers must be authorized in writing or by other means permitted under National Automated Clearinghouse Association (NACHA) rules. The entity originating the authorization will give you required documentation.

We provide notice of EFT debits and credits only on your monthly paper or electronic statements.

You can use Online Banking or STARS or call us (see HOW TO CONTACT US at the end of this disclosure and in the Handbook) to find out if an expected EFT debit or credit has occurred.

You can print Bill Pay authorizations from your computer.

EFTs will be reflected in your Online Banking transaction history as soon as they post to your accounts.

ATMs you use will generate transaction receipts unless you are notified that receipts are unavailable when you initiate your transaction or you elect not to get a receipt.

Merchants that honor your cards are required to provide transaction receipts.

2. Your Liability for Unauthorized Use

General Rules

Tell us AT ONCE if you believe that an EFT access device has been lost, stolen or otherwise made available to an unauthorized person, or that someone has transferred or may transfer money out of your accounts without your permission. See HOW TO CONTACT US at the end of this disclosure and in the Handbook. Telephoning is the best way to minimize your losses. You could lose all the money in your accounts plus funds available for overdraft protection if you do not tell us in time.

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If you notify us of the actual or possible loss, theft or other unauthorized access to your device(s) within TWO business days after you learn of the loss, theft or other unauthorized access, you can lose no more than \$50 if the device was used without your permission.

However, if you DO NOT tell us within two business days, and we can prove that we could have stopped the unauthorized use, you could lose up to \$500.

If your STATEMENT shows unauthorized transactions, notify us AT ONCE. If you do not tell us within SIXTY days after we mailed the statement or notified you that it was available for electronic pick-up, we are not obligated to return any money you lost after the sixty days, if we can prove that we could have stopped someone from taking the money if you had told us in time. This means that you can lose all the money in your account plus the maximum funds available to you for overdraft protection.

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

Special Debit Card Rules

You agree to notify us at once of the loss, theft or other actual or potential use of your debit card or PIN. Under VISA® Operating Rules, you will generally have no liability for unauthorized use of your debit card. However, if you are grossly negligent in handling your card or PIN, you may be liable for up to \$50 in unauthorized use. In addition, if your statement shows any transactions you did not make, and you do not report the unauthorized use to us within SIXTY days after we sent you the FIRST statement on which unauthorized transactions appeared, you will be responsible for any unauthorized use that occurs after the sixty-day period. As a member-owner of the Credit Union, you should understand that it benefits all members if the losses we absorb on unauthorized card use claims are kept to a minimum.

3. Error Resolution

If you think that an EFT shown on your statement is incorrect, or if you need more information about an EFT, contact us at the telephone number listed under HOW TO CONTACT US at the end of this disclosure and in the Handbook. Please give us all the information requested under WHAT TO TELL US IN CASE OF ERROR OR INQUIRY at the end of this disclosure and in the Handbook.

We must hear from you no later than SIXTY days after we sent you the FIRST statement on which the error or problem appeared. If you tell us orally, we may require that you send us your complaint or question in writing within TEN business days. We will tell you the results of our investigation within ten business days (twenty business days if you have a new account) and correct any error promptly.

If we need more time, however, we may take up to forty-five days (ninety days for POS transactions, transactions involving foreign countries, or new accounts) to investigate. If we decide to do this, we will provisionally credit your account within ten business days (twenty days on new accounts) for the amount you think is in error so you will have use of the money during our investigation. If your complaint or question involves unauthorized use of your VISA® Debit Card and your account is not new, we will provisionally credit your account within five business days. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we are not required to provisionally credit your account.

Whether or not we decide there was an error, we will send you a written explanation within three business days after we finish our investigation. You can ask for copies of the documents we used in our investigation.

If we determine that there was an error, we will post any credit to which you are entitled to your account, or change a previously-posted provisional credit to a permanent credit. If we determine there was no error entitling you to a credit, we will reverse any provisional credit and pay any overdrafts without charging an overdraft fee for five days after we sent you written notice that the credit has been reversed, but only to the extent the overdrafts are equal to or less than the provisional credit amount; overdrafts exceeding the provisional credit amount will be subject to our normal fees. You agree to immediately restore any negative account balance.

4. Business Days

Our business days are Monday through Friday. Hours are posted at each branch lobby. Holidays that fall on weekdays are not considered business days.

5. Information Disclosure

With respect to EFTs, we will disclose information to third parties about your accounts or transfers you make only

- when necessary to complete a transfer;
- to verify the existence and condition of your account to a third party such as a consumer reporting agency or merchant
- to comply with government agency, court orders or other valid legal process;
- as necessary to investigate claims of error or unauthorized use or, where available, handle merchant disputes; or
- if you give us written permission.

Please refer to our Privacy Policy for more information about our maintenance of the security of your personal and financial information.

6. Our Liability for Failure to Complete EFTs

If we do not properly complete an EFT according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable if

- through no fault of ours, your account does not have enough money, overdraft protection by agreement, or credit to complete the transaction;
- an ATM you are using does not have enough cash;
- an ATM or EFT device is not working properly and you know about the breakdown when you start the transaction;
- funds in your account(s) are subject to legal process or other claim;
- your EFT device has been reported lost or stolen and we have blocked its use;
- circumstances beyond our reasonable control such as fire, flood, electrical failure or malfunction of the central data processing facility prevent our completing the transaction despite our reasonable precautions;
- our fraud detection system blocks a transaction; or
- We establish and give you legally required notice of other lawful exceptions.

In no event will we be liable for consequential, indirect or punitive damages due to our failure to complete EFTs.

7. ATM Safety

We may arrange for the availability of ATMs at various locations with access during non-business hours for your convenience. ATM sites are not subject to our control. You assume the risk of using them. We do not warrant the safety or security of any ATM location. We are not responsible for wrongful acts committed by anyone who is not our authorized agent regarding your use of ATMs.

Exercise good judgment in using ATMs. Do not use ATMs alone at night or at sites that could, because of location or other circumstances, be susceptible to assault or robbery. When you have completed your transaction, put your money away quickly and leave the area. Avoid making transactions when someone is close enough to observe your PIN as you enter it. Notify law enforcement immediately of any criminal activity you observe at ATMs.

8. Termination

We can terminate your EFT privileges at any time with or without notice consistent with applicable law. Among reasons we can terminate services without notice are:

- you or any authorized user of your EFT services breach this or any other agreement with us;
- we have reason to believe there has been or may be unauthorized use of your EFT services;
- we have actual notice of conflicting claims to funds in your accounts;
- any authorized person asks us to terminate an EFT service;
- you repeatedly use EFT services for debits against insufficient funds; or
- you permit use of EFT services for illegal transactions.

9. General Agreements

You agree to comply with rules and regulations as amended by us, by our electronic switch providers, and by changes imposed by legislatures or regulatory bodies with jurisdiction.

Any EFT access devices we issue to you, such as ATM cards or debit cards, are our property. You agree to return them to us upon our request.

We and our electronic switch providers may follow electronic instructions submitted by you and authorized users of your accounts.

We will provide you notice required by law if we change the terms of this EFT agreement.

10. Transaction Limits

The use of EFT services and devices, including but not limited to VISA® Debit Cards, is strictly prohibited for the conduct of illegal transactions such as illegal online gambling. We reserve the right, but do not undertake the obligation, to refuse to honor any transaction we reasonably believe to be illegal. Responsibility for determining the legality of authorized transactions rests with you, not with us. The actual or alleged illegality of an authorized transaction made using EFT devices will not be a defense to your obligation to pay the transaction amount or any amount to which you become indebted to us as a result of the transaction.

The dollar amount of any EFT transaction is limited to the lesser of (a) the funds available in the account you access or (b) any per-transaction or daily limit indicated for a specific transaction type below.

E. Overdrafts

Non-Checking Accounts: Any attempted EFT debit transaction that accesses a non-checking account that does not contain sufficient funds to cover the transaction will be declined at no charge.

Checking Accounts: If an attempted EFT debit transaction accesses a SafeAmerica checking account that does not contain sufficient available funds to cover the transaction, the following rules apply:

(a) If one or more overdraft protection plans has been authorized on the checking account, we will cover any EFT debit transaction, except transfers to other SafeAmerica accounts and transfers to pay SafeAmerica loans, from the plan(s) in any order we select, provided the plan(s) has (have) sufficient available credit or funds to cover the overdraft and any associated service fee. An attempted transfer against insufficient funds to another SafeAmerica account or to pay a SafeAmerica loan will be declined.

(b) If overdraft protection from a plan has not been authorized, or the authorized plan(s) do(es) not have sufficient available funds or credit to cover the overdraft and any associated service fee, (i) we may at our sole discretion pay or return unpaid the following types of overdrafting EFT debit transactions: (aa) Online Bill Payments, and (bb) ACH Transfers; and (ii) we will decline to pay the following types of overdrafting EFT debit transactions unless you have opted in to our payment of them, in which case we may at our sole discretion pay or return them unpaid: everyday debit card merchant purchases. We do not allow ATM cash withdrawals against insufficient funds unless you have an Overdraft Plan with available funds or credit.

The Fee Schedule includes fees associated with processing items presented against checking accounts with insufficient funds to cover them whether we pay or return them. To reduce the risk of overdrafts and associated charges, keep track of your balances, including items such as checks that you have written and online bill payments you have scheduled but which have not yet cleared your account.

For more information about overdrafts please refer to section VI.O.8 of your Handbook.

We can charge withdrawal transactions on your accounts in any order we select consistent with applicable law. If more than one item is presented for payment on the same day, we generally pay them in the order received. If items do not process in real time and we have to select an order, we typically pay checks, ACH payments, online bill payments and ATM cash withdrawals ahead of debit card purchases.

F. Services

1. STARS Telephone Banking

STARS lets you access your accounts by touch-tone telephone from anywhere in the United States, toll-free. When you sign up, we will mail you a randomly selected code. We will give you instructions on how to change your code and conduct transactions using STARS. You cannot use STARS without your code.

By keying in your code and the proper command you can:

- Transfer funds between Credit Union accounts (except holiday club, IRA and certificate)
- Obtain an open-end credit line advance and have it deposited to your checking, regular share savings or money market account or issued by check payable to you and mailed to you at your address in our records
- Transfer funds from your checking, regular share savings or money market accounts to pay loans you have with us
- Verify account and loan balances, prior year and year-to-date dividends, and last check clearance status
- Withdraw funds from your accounts (except IRA, holiday club and certificate) in the form of a check payable and mailed to you at your address in our records
- STARS will decline any debit that would cause you to overdraw your checking account at no charge. Overdraft protection is not available.

STARS withdrawals out of your Regular Share Savings count toward the six-per-month limit on non-personal withdrawals you may make from non-transaction accounts. See the DEPOSITS AND WITHDRAWALS section of the Handbook.

There is no fee to use STARS.

STARS activity will be shown on your monthly statements.

Notify us immediately if you believe an unauthorized person has gained access to your code, and change your code immediately. See the "Unauthorized Transactions—General Rules" portion of this EFT Agreement for disclosure of information on how to notify us and your potential liability for unauthorized transactions.

2. Online Banking—Including Online Bill Pay and Mobile Banking

Using your personal computer with internet access, you can access your accounts through our secure web site. Upon your request, we will assign you a random code to access your accounts through Online Banking, and we strongly recommend that you change the assigned code to one of your own choosing immediately.

Using Online Banking, you can

- Withdraw funds from checking, savings or money market accounts or get an advance on your line of credit by requesting a check payable to you and mailed to you at your address in our records
- Transfer funds between your checking, savings or money market Accounts
- Transfer funds from your checking, savings or money market account to pay loans you have with us
- Find out if a check has cleared
- Verify account balances
- Review transaction history
- Use Online Bill Pay

With Online Bill Pay, you can use your personal computer to pay bills from your checking account. Online Bill Pay does not access savings or money market accounts. You can pay the same amount or a variable amount each month. You can also choose to pay bills individually as you receive them or schedule payment of certain bills automatically each month in a fixed amount. You can print copies of your authorizations. We will withdraw funds from your designated payment account by 9:00 a.m. on the day you have scheduled for payment. We will complete the transfer of funds to the payee within one business day of the date you have scheduled for payment. We will complete the transfer of funds to the payee within two business days of the date you have scheduled for payment if paid electronically and within five days if paid by check.

With Mobile Banking, you can use your internet-enabled Android or iPhone to perform the same transactions you can do with Online Banking. You must be enrolled in Online Banking to use Mobile Banking.

Online Banking debits from regular share savings and money market accounts count toward the six-per-month limit on non-personal withdrawals you may make from your non-transaction accounts. See DEPOSITS AND WITHDRAWALS (Section E) of the Handbook for details.

There are no fees to use Online Banking or Online Bill Payer. However, special handling such as stop payment requests may be subject to fees. See the Fee Schedule.

An exception fee will be charged if, when using Bill Payer, an incorrect vendor name, address, customer account number or payment due is entered and we attempt to set up or send the payment. If you correct the inaccurate information before we attempt to set up or send the payment, no exception fee will be charged.

Overdraft protection by agreement is available for Online Bill Payer debits on Checking Accounts. Discretionary overdraft protection may, at our sole option, be available for Bill Payer debits on Checking Accounts. If you do not have available overdraft protection by agreement and we elect not to make discretionary overdraft protection available, Bill Payer debits will be declined and our standard "Returned NSF" fee will apply. Refer to the Fee Schedule. Overdraft protection is not available for Online Banking account transfers (for example, transfers from checking to regular share savings or transfers from checking to pay loans you have with us); instead the Online Banking transfer will be declined at no charge.

You can stop Bill Payer payments that have not yet occurred by deleting the payment from Bill Payer. If the payment has already been withdrawn and you notify us immediately by calling the number listed under "HOW TO CONTACT US" at the end of this disclosure and in the Handbook, we may be able to stop the payment if we have not yet sent it to the payee. Once we have sent your payment, you must handle any problems, disputes or questions directly with the payee.

Notify us immediately if you believe an unauthorized person has gained access to your Online Banking code and change your code immediately. See the "Unauthorized Transactions—General Rules" portion of this EFT Agreement for disclosure of information on how to notify us and your potential liability for unauthorized transactions.

3. Preauthorized EFTs (ACH Transfers)

Preauthorized EFTs (ACH Transfers) are electronic third party credits and debits into and out of your accounts via the ACH system. The ACH system uses standard three-letter codes to describe different types of payments. Some codes commonly used for consumer account transactions are explained below.

ACH transfers include

- Direct deposit of net pay or other benefits such as social security
- Preauthorized payments you initiate out of your accounts to pay regular bills such as insurance premiums
- Customer-initiated entries (CIE) payments you initiate using Online Banking's Bill Payer service
- Consumer cross-border (PBR) payments involve foreign countries. . Payments initiated to foreign countries via ACH or wire transfer are subject to separate terms and documents that will be provided when the payment is requested.
- International ACH transaction (IAT) ACH payments involving foreign countries
- Payments initiated by merchants and creditors including
- Point of purchase (POP) entries, in which a merchant converts a check you write at the point of sale to an ACH debit entry. The merchant must notify you that your check will be converted to an ACH entry.
- Accounts receivable (ARC) entries, in which a creditor to whom you write a check to pay a bill converts the check to an ACH debit entry. The creditor must notify you that your check will be converted to an ACH entry.
- Returned check (RCK) entries, in which the payee of a check you wrote which is returned NSF re-presents the check for payment through the ACH system. See Section VI.O.11 of the Handbook for more information RCK entries.
- Telephone payment (TEL) entries, in which you authorize an ACH payment to the payee over the telephone. You must have an existing relationship with the payee or initiate the call to the payee. A TEL entry may authorize single or recurring payments. A TEL entry is different from a preauthorized draft. See Section VI.O.13 of the Handbook for more information on preauthorized drafts.
- Online payments (WEB) entries are initiated when you give authorization over the Internet (not using Online Banking or Bill Payer) to a payee to debit your account. WEB entries may authorize single or recurring payments.

If you want us to initiate payments out of your account, you must authorize us in writing. If you want a merchant or other payee to initiate payments out of your account, you must authorize the merchant or other payee in writing, unless the ACH transfer falls into a payee-initiated category (for example, POP, ARC, RCK, TEL or WEB).

ACH debits out of regular share savings and money market accounts count toward the six-per-month limit on non-personal withdrawals.

Overdraft protection by agreement is available to cover ACH debits on checking accounts. Discretionary overdraft protection may, at our option, be available to cover ACH debits on checking accounts. If you do not have available overdraft protection by agreement and we elect not to make discretionary overdraft protection available, your ACH debits will be declined and our standard "Returned NSF" fee will apply. Refer to the Fee Schedule.

There are no fees for ACH credit or debit entries, unless the entry is returned unpaid for insufficient funds. Refer to the Fee Schedule.

If you have authorized ACH debit entries, you can stop individual or payments or revoke authorization for all future payments by notifying us in writing (see "HOW TO CONTACT US" at the end of this disclosure and in the Handbook). We can require you to put an oral stop payment request in writing and if you do not do so within 14 days, your stop payment request will lapse.

There is a fee for stop payment requests; refer to the Fee Schedule. Your request must reach us at least three business days before the payment is scheduled to occur or we may not implement it. If you have authorized a merchant or other payee to initiate ACH debit entries on your Credit Union accounts and wish to cancel all future payments, you must also notify the payee in writing. If we fail to stop a payment following your timely request, we will be liable for your direct losses or damages, limited to the amount of the payment.

The Bill Payer discussion (Section X of the Handbook) explains how to stop Bill Pay payments and our liability for failure to stop them.

It may not be possible to stop POP, ARC, RCK, TEL or WEB entries, but you can obtain refunds for improper ACH entries of these types. In addition, if a merchant or other payee has continued to initiate ACH debit entries after you have given them a written revocation of your authorization, the debit entry is considered improper. To obtain a refund, you must execute a written affidavit under penalty of perjury and provide reasonable cooperation with our investigation. For example, if an RCK entry has been initiated on a check on which your signature was forged, notify us and we will give you the affidavit to complete. We cannot provide a refund without a written affidavit under penalty of perjury.

If you receive an erroneous ACH credit (for example, your employer inadvertently makes a duplicate direct deposit of your net pay), you agree that we can reverse the erroneous credit without advance notice to you. We will, however, tell you when a correction has been made. If the correction results in a negative balance, you must immediately restore your account to a positive balance. If you do not do so, you agree that our Right of Offset (Section V.O of the Handbook) applies. If we cannot recover what you owe by exercising our Right of Offset, you agree that our right to recover Collection Costs (Section V.P of the Handbook) applies.

If you authorize ACH debits in varying amounts (for example, utility bill payments), the payee is required to give you advance notice required by law of your payment amount.

Your periodic statements will reflect ACH debits and credits. To confirm whether an ACH transfer has occurred, you may use Online Banking or STARS to review your transaction history. You may also telephone us. See HOW TO CONTACT US at the end of this disclosure and in the Handbook.

4. Debit Cards

You can use your Credit Union VISA® Debit Card to make payments from your checking account for goods or services you buy from merchants that accept VISA® Debit Cards.

You can use your Credit Union debit card to

- conduct ATM transactions (withdrawals, deposits, transfers between accounts and balance inquiries) at Bank of the West ATMs and at other machines or facilities on networks that we designate from time to time; and
- purchase goods or services from POS terminals on networks that we designate from time to time.

All debit card transactions debit funds from the account accessed as soon as the transaction posts. There is no deferred payment as there would be if you used a VISA® Credit Card. POS transactions are always deducted from your checking account and cannot be initiated from other Credit Union accounts. The ATMs you use will tell you the Credit Union accounts you can access with your debit card.

There may be a delay between the time a merchant obtains an authorization for a debit card transaction and the time the transaction posts to your checking account. An authorization will result in a hold on the transaction amount for a limited time, generally not more than three business days. If the transaction does not post before the hold expires, the hold will be released and the funds will be available to pay other debit transactions presented on your account.

If a merchant or ATM is unable to determine your account balance, they may not honor a debit transaction you initiate. We will have no liability to you if this occurs.

We may impose fees for some debit card transactions. Refer to the Fee Schedule.

We cannot stop payment on debit card transactions.

We can charge withdrawals on checking accounts in any order we select consistent with applicable law. If funds are not sufficient to cover all debits, we may pay debit card debits and decline or use available overdraft protection to cover other debit transactions, or we may pay other debit transactions and decline or use available overdraft protection to cover debit card transactions.

Overdraft protection plans are available to cover all ATM and Debit Card transactions on Checking Accounts. If you opt in, discretionary overdraft protection may be available at our sole discretion to cover ATM point-of-sale and Debit Card transactions on Checking Accounts, but not ATM cash withdrawals. If you attempt to make an ATM or Debit Card purchase transaction against insufficient funds and you do not have an available overdraft protection plan and either you have not opted in or we elect not to make discretionary overdraft protection available, the transaction will be declined and the standard "Returned NSF" fee will be charged. See the Fee Schedule.

If a merchant, ATM or POS terminal that honors your Card imposes a transaction or other fee for use of the Card, that fee will be passed on to you. ATM operators must notify you of any fees associated with your transaction and provide you with an opportunity to cancel the transaction before they impose a fee.

The Operating Rules of VISA® USA provide holders of VISA®-branded debit card holders with certain rights to dispute merchant transactions similar to those available to VISA® Credit Card holders. These debit card merchant dispute rights are limited to those provided under VISA® Operating Rules, are not provided under state or federal law or regulation, and do not apply to ATM card transactions or PIN-based debit card transactions, only to signature debit card transactions. To exercise merchant dispute rights, you must first make a good faith effort to resolve the dispute directly with the merchant. If you cannot resolve the dispute with the merchant, notify us within SIXTY days of the date we sent you the FIRST statement on which the transaction appeared. See HOW TO CONTACT US at the end of this disclosure and in the Handbook. Include copies of any documents reflecting your effort to resolve the dispute with the merchant. We will arrange to have the dispute investigated to determine whether you are entitled to a credit. We will provisionally credit your account for the disputed amount within ten business days (twenty days if you are a new member) so you have use of the funds during the investigation. If you do not submit your dispute in writing within ten business days after our request, we need not provisionally credit your account during the investigation. It may take up to forty-five days (ninety days for foreign or point-of-sale transactions) to make a determination. If it is determined that you are entitled to a credit, we will post the credit, or change a provisional credit to a permanent credit, within one business day of the determination. If VISA® Operating Rules do not allow a credit, the provisional credit will be deducted from your account. We will notify you if this happens and pay any items that overdraw your account within five business days after we send you the notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the provisional credit amount; overdrafts exceeding the provisional credit amount will be subject to our normal fees. You agree to immediately restore any negative account balance.

Merchants and others who honor a debit card may give credit for returns or other adjustments. We will credit your account when we receive the credit from the merchant or other payee.

Debit card transactions initiated in foreign countries or foreign currencies will be subject to international transaction fees imposed under VISA® operating rules and our current fee policy. See the Fee Schedule.

XI. REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS

Although not considered an "Electronic Funds Transfer" under CFPB Regulation E, we are including terms of Remote Deposit Capture (RDC) here for your information. If you use RDC, the following terms and conditions apply. RDC allows you to make check deposits to your Credit Union savings and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to the Credit Union. You can use a scanner connected to a personal computer with Internet Access or an Android or iPhone mobile phone with a camera to which you have downloaded Mobile Banking application to send us check images for deposit. The following terms and conditions apply to RDC.

- A. We will not be responsible for any technical difficulties you experience attempting to use RDC. You are responsible for the devices and Internet connection you use.
- B. Once a deposit is successfully transmitted through RDC, you will receive a notice of deposit status by an "In Application" message. Some deposits may require additional review once accepted and will be confirmed by e-mail to the address we have on record for you at the time the deposit is accepted.
- C. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark "void" or shred or otherwise properly destroy the original item within 30 days after the deposit is accepted, to avoid the item being deposited or presented again. You agree to defend, indemnify and hold the Credit Union harmless from any claims, damages, losses, liability or expenses to which we may become subject as a result of an item you deposited via RDC being presented for duplicate payment.
- D. Only the following items may not be deposited by RDC: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on the United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you an endorsed by you for deposit to an account of which you are an owner. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:
 1. The check is not payable to you;
 2. There is any apparent alteration to the front of the check
 3. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 4. The check is payable in currency other than U.S. dollars;
 5. The check has previously been converted to a substitute check;
 6. The check has been remotely created
 7. The issue date is more than 6 months prior to the attempted deposit date;
 8. The check is post-dated;
 9. You have any reason to believe the check will not be paid by the institution on which it is drawn;

The check image transmitted via RDC must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse or association.

- E. We may terminate or change the terms of RDC at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.
- F. We may, at our sole discretion, refuse to accept any item presented for deposit via eDeposit. We will notify you via email if we do this. We will have no liability to you for declining to accept items presented for deposit via eDeposit.

- G. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with SafeAmerica CU and your creditworthiness. As a courtesy we may make the first \$200 available on the day of deposit and may make other funds available before final collection from the paying institution. Our making funds available for withdrawal is not a guarantee that a remotely deposited check will be paid. If a remotely deposited check is lawfully returned, the amount of the check plus the returned deposit item fee shown on the Fee Schedule will be deducted from your account. If the deduction results in a negative balance, you are responsible for restoring the negative balance upon our request. If you do not, you will pay our reasonable costs of collection, including attorneys' fees and court costs.
- H. You agree to notify us of any errors with respect any eDeposit deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.
- I. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. SafeAmerica Credit Union and our third party providers of RDC Service retain all ownership and proprietary rights in the Services, associated content, technology and web sites.
- J. **DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**
- K. **LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION NOR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.**
- L. You agree and warrant to us that (a) you will use RDC only to transmit eligible checks; (b) check images will meet quality standards; (c) you will not use RDC to transmit duplicate items; (d) you will not deposit or re-present the original item once it has been submitted for deposit via RDC; (e) all information you provide to us is accurate and correct; and (f) you will comply with these Terms and Conditions, all agreements you have with us, and all applicable rules, laws and regulations.
- M. We can change the terms of these terms and conditions by notice to you. If you become indebted to us by your use of RDC, you agree that we can recover costs we incur in collecting what you owe, including attorney's fees and costs in addition to any other remedies the court finds proper. If a provision of these Terms and Conditions is found to be invalid, the remaining provisions will continue in effect.

HOW TO CONTACT US

By Telephone:

(925) 734-4111

Toll-free in Northern California (800) 972-0999

Report Lost or Stolen Debit and Credit Cards After Hours (800) 472-3272

By E-mail:

memberservice@safeamerica.com

DO NOT use e-mail for urgent messages such as lost or stolen cards.

By Writing:

SafeAmerica Credit Union

Attn: Member Services

6001 Gibraltar Drive

Pleasanton, CA 94588

WHAT TO TELL US IN CASE OF ERROR OR INQUIRY

- Your name
- Your account number
- The date of the questioned transaction
- Any transaction number associated with the transaction, such as a check number
- The dollar amount of the suspected error
- A description of the error or transaction you are not sure about
- Your explanation, if you can provide one, of why you believe there is an error

If you need more information about a transaction, ask us for clarification.