



**SafeAmerica**  
*Credit Union*

**Your  
SafeAmerica  
Credit Union  
Member  
Handbook and  
Account  
Agreement**

*Deposits are insured up to \$500,000 per account by American Share Insurance, the nation's largest private share insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money.*

## TABLE OF CONTENTS

|  |    |
|--|----|
| I. <u>INTRODUCTION</u> .....   | 5  |
| II. <u>MEMBERSHIP REQUIREMENTS AND SERVICE ELIGIBILITY</u> .....   | 5  |
| III. <u>CREDIT UNION GOVERNANCE</u> .....  | 6  |
| IV. <u>TERMINOLOGY</u> .....   | 6  |
| IV. <u>GENERAL AGREEMENTS OF MEMBERS</u> .....   | 7  |
| A. <u>Consent to Terms of Membership and Services</u> .....  | 7  |
| B. <u>Member Numbers</u> .....   | 8  |
| C. <u>Telephone Consent</u> .....  | 9  |
| D. <u>Member Conduct Policy</u> .....  | 9  |
| E. <u>Minimum Balance Requirements for Membership</u> .....  | 9  |
| F. <u>Governing Provisions: Changes in Terms</u> .....   | 10 |
| G. <u>Notices</u> .....  | 11 |
| H. <u>Our Responsibility for Following Your Instructions</u> .....   | 12 |
| I. <u>Our Right to Freeze or Block Accounts and Loans and Refuse to Follow Instructions</u> .....  | 13 |
| J. <u>Change of Address</u> .....  | 14 |
| K. <u>Prohibition on Illegal Activity</u> .....  | 14 |
| L. <u>Privacy and Information Disclosure</u> .....   | 14 |
| M. <u>Record Retention</u> .....   | 16 |
| N. <u>Your Responsibility for Reviewing Statements and Other Communications and Reporting Unauthorized Activity and Other Errors</u> ..... | 16 |
| O. <u>Meeting Your Obligations</u> .....   | 18 |
| P. <u>Our Right of Offset</u> .....  | 19 |
| Q. <u>Collection Costs</u> .....   | 20 |
| R. <u>Discontinuation of Services</u> .....  | 20 |
| S. <u>Grounds for Expulsion from the Credit Union or Denial of Services</u> .....  | 21 |
| T. <u>Fees and Recovery Costs</u> .....  | 22 |
| U. <u>CO-OP Shared Branching</u> .....   | 22 |
| V. <u>Avoiding “Phishing” and Other Account Security Compromises</u> .....   | 22 |
| W. <u>General Provisions</u> .....   | 23 |
| VI. <u>YOUR CREDIT UNION ACCOUNTS</u> .....  | 23 |
| A. <u>Your Earnings and Payment of Dividends</u> .....   | 23 |
| B. <u>Ownership of Accounts, Joint Account Ownership, and Pay on Death Beneficiaries</u> .....   | 24 |
| C. <u>Fiduciary Accounts</u> .....   | 27 |
| D. <u>Escheat/Unclaimed Property</u> .....   | 32 |
| E. <u>Deposits and Withdrawals</u> .....   | 33 |
| 1. <u>Making Deposits</u> .....  | 33 |
| 2. <u>Making Withdrawals</u> .....   | 33 |
| 3. <u>Transferring Funds Among Accounts</u> .....  | 33 |

|              |   |    |
|--------------|---|----|
| 4.           | Disbursement of Direct Deposit of Net Pay or Other        |    |
|              | Regular Income .....                                      | 34 |
| 5.           | Opening New Accounts .....                                | 34 |
| 6.           | Deposit Restrictions .....                                | 34 |
| 7.           | Endorsements on Non-Cash Deposit Items:                   |    |
|              | Right to Supply Missing Endorsements .....                | 35 |
| 8.           | Your Responsibility for Deposited Items .....             | 36 |
| 9.           | Deposit Errors and Returned Items.....                    | 37 |
| 10.          | Backup Withholding.....                                   | 37 |
| 11.          | Other Withdrawal Restrictions.....                        | 38 |
| F.           | <u>Non-Transferability of Accounts</u> .....              | 39 |
| G.           | <u>Secure Funds: Private Account Insurance</u> .....      | 39 |
| H.           | <u>Truth in Savings Disclosure and Fee Schedule</u> ..... | 39 |
| I.           | <u>Regular Share Savings Accounts</u> .....               | 39 |
| J.           | <u>Holiday Club Accounts</u> .....                        | 39 |
| K.           | <u>Money Market Accounts</u> .....                        | 39 |
| L.           | <u>Youth Accounts</u> .....                               | 40 |
| M.           | <u>Certificate Accounts</u> .....                         | 40 |
| N.           | <u>Individual Retirement Accounts (IRAs)</u> .....        | 40 |
| O.           | <u>Checking Accounts</u> .....                            | 40 |
| 1.           | Account types.....  | 40 |
| 2.           | Grounds for Closing Checking Accounts.....                | 41 |
| 3.           | Transactions.....   | 41 |
| 4.           | Check-Writing.....  | 41 |
| 5.           | Stale-Dated Checks .....                                  | 42 |
| 6.           | Post-Dated Checks .....                                   | 42 |
| 7.           | Stopping Payment.....                                     | 42 |
| 8.           | Overdrafts.....   | 43 |
| 9.           | Check 21 .....  | 45 |
| 10.          | Prohibition on Pledging Funds .....                       | 46 |
| 11.          | ACH Re-presentation of Returned Checks (RCK Entries)...   | 46 |
| 12.          | Lost or Stolen Checks .....                               | 46 |
| 13.          | Preauthorized Drafts .....                                | 46 |
| 14.          | Account Monitoring and Statement Review .....             | 47 |
| <b>VII.</b>  | <b><u>CREDIT UNION TELLER CHECKS</u></b> .....            | 47 |
| <b>VIII.</b> | <b><u>WIRE TRANSFERS</u></b> .....                        | 48 |
| A.           | <u>Wire Transfers We Receive</u> .....                    | 48 |
| B.           | <u>Wire Transfers We Send</u> .....                       | 49 |
| <b>IX.</b>   | <b><u>FUNDS AVAILABILITY POLICY</u></b> .....             | 52 |
| A.           | <u>General Rule</u> .....                                 | 53 |
| B.           | <u>ATM Deposits</u> .....                                 | 53 |
| C.           | <u>Longer Delays May Apply</u> .....                      | 53 |
| D.           | <u>New Accounts</u> .....                                 | 53 |
| E.           | <u>Check Endorsements</u> .....                           | 54 |
| F.           | <u>Remote Deposit Capture</u> .....                       | 54 |

|  |    |
|--|----|
| <b>X. <u>ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE</u></b> | 54 |
| A. <u>Introduction and Scope of Services; Definitions</u>          | 54 |
| B. <u>Important Security Information</u>                           | 55 |
| 1. Keep Your PIN, Code and Cards Secure                            | 55 |
| 2. Authorized Users of Your PIN, Code or Card                      | 56 |
| C. <u>Eligibility</u>  | 56 |
| D. <u>Terms Common to All EFTs</u>                                 | 57 |
| 1. Right to Receive Documentation                                  | 57 |
| 2. Your Liability for Unauthorized Use                             | 57 |
| 3. Error Resolution  | 58 |
| 4. Business Days   | 59 |
| 5. Information Disclosure  | 59 |
| 6. Our Liability for Failure to Complete EFTs                      | 60 |
| 7. ATM Safety  | 61 |
| 8. Access to Remote Banking Channels                               | 61 |
| 9. Termination   | 61 |
| 10. General Agreements   | 62 |
| 11. Transaction Limits   | 62 |
| E. <u>Overdrafts</u>   | 63 |
| F. <u>Services</u>   | 64 |
| 1. STARS Telephone Banking   | 64 |
| 2. Online Banking—Including Online Bill Pay<br>and Mobile Banking  | 65 |
| 3. Preauthorized EFTs (ACH Transfers)                              | 67 |
| 4. Debit Cards   | 70 |
| <b>XI. <u>REMOTE DEPOSIT CAPTURE</u></b>                           |    |
| <b><u>TERMS AND CONDITIONS</u></b>                                 | 73 |
| <b>HOW TO CONTACT US</b>   | 77 |
| <b>WHAT TO TELL US IN CASE OF AN ERROR OR INQUIRY</b>              | 77 |

Thank you for joining and opening one or more accounts with SafeAmerica Credit Union (“we,” “us,” “our,” “Credit Union”).

## **I. INTRODUCTION**

This Member Handbook and Account Agreement (“Handbook”) is a master agreement governing your membership in the Credit Union and accounts you open and maintain with us for consumer, family or household purposes. The Membership Application you complete and the current versions of our Truth in Savings Disclosures and Fee Schedule also govern your membership and Credit Union accounts. Your regular share savings account establishes your membership and is your core Credit Union account. You can establish additional sub-accounts under your membership, such as checking, money market and certificate accounts. Keep this Handbook and your Truth in Savings Disclosures and Fee Schedules with your permanent records. We will send you periodic statements that will let you know the status of your accounts.

## **II. MEMBERSHIP REQUIREMENTS AND SERVICE ELIGIBILITY**

If you are within our field of membership, have no significant derogatory financial institution history, and satisfy our customer identification requirements, you can join the Credit Union by completing the Membership Application and depositing the required minimum balance shown on the current Truth in Savings Disclosure to a regular share savings account. Your membership makes you a shareholder-owner of the Credit Union and entitles you to apply for all of our account and loan services.

Par value of a share is shown on the current Truth in Savings Disclosure.

Minors in our field of membership must have a responsible adult joint owner to open Credit Union accounts and a responsible joint obligor to obtain Credit Union loans.

The Board may from time to time establish additional means of joining the Credit Union consistent with applicable credit union law and regulation.

Individuals who live, work, worship or attend school in the California counties of Alameda, Contra Costa, San Mateo and Santa Clara are eligible for membership. Businesses and associations located in these counties are also eligible, subject to the availability of business accounts and loans. Northern California Division employees of Safeway Stores (including Hawaii employees) are in our field of membership. Other employee groups are also eligible. Our field of membership expands from time

to time. If you have questions about your membership eligibility, please ask a Credit Union representative. We welcome referrals of employee groups and other groups who are interested in establishing eligibility for Credit Union membership. Immediate family members of members, and persons residing in a household maintained as a single economic unit with members, are also eligible to apply for membership. An “immediate family member” is a spouse, domestic partner, parent, grandparent, child, grandchild or sibling of a person in our field of membership, whether the relationship is by blood, marriage or adoption.

We will not provide Credit Union services to any person who does not provide us with a valid U.S. taxpayer identification number or an IRS exemption determination.

### **III. CREDIT UNION GOVERNANCE**

Unlike other financial institutions, credit unions are non-profit corporations formed to serve their members by offering highly competitive returns on savings and affordable interest rates on loans. The Credit Union is governed by a volunteer Board of Directors elected by our members from among our members. Members may seek nomination for election to the Board of Directors by submitting their names to the nominating committee or by petition. If you are interested in serving on the Board, you may submit a letter of interest to the Board of Directors at the Credit Union’s Main Office. Credit Union newsletters or separate mailings notify members about upcoming elections.

Each individual or entity member has one vote in Credit Union elections, regardless of the number of membership numbers associated with accounts maintained by the member and regardless of the dollar amount of shares owned by the member.

### **IV. TERMINOLOGY**

You should familiarize yourself with the definitions provided here. They will aid your understanding of this Handbook and transactions on your Credit Union accounts and loans. “Member” refers to a person who completes a Membership Application, satisfies membership requirements and is approved for membership. “Joint owner” refers to a person(s), if any, who completes a Membership Application in that capacity. “Agent” refers to a person authorized to manage the Credit Union accounts and loans of a member or joint owner by virtue of a power of attorney, conservatorship order, trust agreement, or similar document, or by court order. “Owner” refers to any owner of an account, whether the member or a joint owner. “Obligor” refers to any person obligated to pay a Credit Union loan, whether they

are designated as a borrower or non-borrowing co-signer. “You” may, as the context indicates, refer to any member, joint owner, agent with control over an account or loan, or any obligor on a loan. “Authorized person” means any owner, agent, obligor or other person that you have notified us in writing is authorized to conduct activity on your accounts or loans. “Board” refers to our Board of Directors. “Bylaws” refers to our current Bylaws. “Debit” refers to a transaction that withdraws funds from a Credit Union account. “Credit” refers to a transaction that deposits funds to a Credit Union account or posts a payment to a Credit Union loan. “New account” refers to accounts of a person who has been a member of the Credit Union for fewer than thirty days. “EFT” refers to electronic fund transfers governed by the federal Electronic Funds Transfer Act and Consumer Financial Protection Bureau Regulation E. “ACH” means Automated Clearinghouse and refers to both the national ACH system for processing electronic payments and an EFT processed through the ACH system.

We may refer to our share accounts as “savings accounts,” to our share draft accounts as “checking accounts,” to our money market share accounts as “money market accounts,” and to our term share certificate accounts as “certificates” in this Handbook and other Credit Union documents that you may receive.

## **V. GENERAL AGREEMENTS OF MEMBERS**

### **A. Consent to Terms of Membership and Services**

By signing a Membership Application and depositing funds to a regular share savings account or meeting any other membership requirement that may be established by the Board from time to time, you acknowledge that you have received, read, understood and consented to the terms of this Handbook, the current Truth in Savings Disclosure applicable to any account(s) you have opened, and our current Fee Schedule. You will consent to the specific terms of Credit Union loan products by signing applications for or credit agreements governing those products. The singular implies the plural if more than one person signs the Membership Application. Any person who becomes an agent on a Credit Union account or loan agrees to comply with the terms of the governing account or credit agreement.

### **B. Member Numbers**

Each individual or entity joining the Credit Union is assigned a unique member number. If a membership application includes one or more joint owners, all accounts established under the assigned member number will have the same ownership combination, except for accounts that enjoy special tax treatment such as IRAs and HSAs. A suffix is added to the member number to identify each different account type you maintain.

If, after establishing accounts under a member number, the ownership of any account open under that number is changed in accordance with a procedure authorized by this Handbook or otherwise allowed by the Credit Union, the ownership of all accounts under that member number (except for accounts with special tax treatment) will also change to the new ownership. Examples: If the sole owner of a share savings account and a checking account maintained under the same member number adds a joint owner to the share savings account, the joint owner will also be added to the checking account tied to that member number. If the joint owners of share savings, checking and certificate accounts maintained under the same member number ask that the certificate account be titled under the name of a revocable trust they have established, title to the share savings and checking accounts under that member number will also be placed under the trust.

Credit Union loans are also tied to the core member number. The member number used for any Credit Union loan will be the member number of the first person listed on the credit application. A suffix is added to the member number to identify the loan type. Obligors on Credit Union loans will be determined by who signs the credit application or credit agreement.

On joint accounts, all funds in the account will be subject to the Credit Union's Right of Offset whenever any owner of the account fails to meet a payment obligation to us, even if not all owners of the account are obligors under the credit application or credit agreement or otherwise party to the transaction that resulted in the debt.

If you want accounts with different ownership combinations, you should establish a separate member number for each ownership combination. For example, if you want a savings account with your spouse but a checking account in your own name, open the savings account under one member number and the checking account under a different member number.

We will allow you to have different obligors on loans associated with a single member number; however, periodic loan statements will be addressed to the owners of the regular share account maintained under the member number. If you want loan statements addressed to an individual or a combination of individuals different from the owners of the regular share account linked to the member number, open a different membership to be associated with that loan.

Even if you have more than one member number, you will only be permitted one vote in Credit Union elections.

C. Telephone Consent

By giving the Credit Union a telephone phone number, you confirm that you are authorized to do so, and you give the Credit Union and our third party agent's permission to (a) call that number using live representatives or automated dialing systems, (b) send text messages to that number, and (c) leave live or pre-recorded messages at that number.

D. Member Conduct Policy

For the safety and comfort of our staff, volunteers and members, the Board has adopted a Member Conduct Policy. You must abide by the Member Conduct Policy. Under the Member Conduct Policy, you agree to conduct your Credit Union business in a civil and businesslike way. You should expect quality service and attention from us. We will not, however, tolerate verbal or physical harassment or abuse, disruptive behavior, or violence or threats of violence. Visibly intoxicated persons or persons carrying weapons are not permitted on Credit Union premises. Breach of the Member Conduct Policy may result in the breaching individual being denied access to branches or other services, or expulsion from the Credit Union. In addition, we may seek a judicial restraining order if we reasonably deem it necessary for the protection of any member, employee or volunteer. If we obtain such an order against you, you agree to pay our reasonable attorney's fees and costs, which will bear interest at the legal rate.

E. Minimum Balance Requirements for Membership

To remain a member in good standing and be eligible to receive other Credit Union services, you must maintain any minimum share account balance specified by the Board in the current Truth in Savings Disclosure. If for any reason your share account balance falls below the required minimum, your membership will change

to inactive status. If you are not otherwise in default, you can restore your membership to active status by depositing sufficient funds to restore the minimum share account balance. If the Board establishes alternate means of joining and maintaining membership in the Credit Union, your continued membership will depend on your meeting any requirements specified by the Board.

#### F. Governing Provisions; Changes in Terms

Your membership and Credit Union services are governed by this Handbook, applicable California and federal laws and regulations, the current version of our Fee Schedule, and the current version of our Bylaws. Each Credit Union account is also governed by the current Truth in Savings Disclosure. Credit Union loans are also governed by the applicable credit agreements and Truth in Lending Disclosures. Current Bylaws may be reviewed at our main office. To the extent any Bylaw, Truth in Savings Disclosure, Fee Schedule, or credit agreement, Truth in Lending Disclosure or change-in-terms notice with a more recent effective date than this Handbook is inconsistent with this Handbook, the more recent document shall control.

Subject to applicable law, our agreements with you may be changed if (a) we send you a written change in terms notice that complies with applicable law, (b) we send you a revised version of this Handbook, a Truth in Savings Disclosure applicable to an account you have, or the Fee Schedule, (c) you and our authorized representative agree to the change in terms in writing, or (d) a court to whose jurisdiction we are subject orders the change. No other change in terms of your agreements with us will be valid. No employee or official or other actual or apparent agent of the Credit Union is authorized to change terms of your agreements orally. We are not subject to court orders in actions to which we are not a party, such as divorce decrees.

Documents such as sales receipts that you receive from third parties when you initiate transactions using Credit Union-issued devices (normally checks, credit cards, debit cards or ATM cards) may have terms printed on them. Those printed terms will not affect your agreements with us.

A “change in terms” may include a change to an existing term, the addition of a new term, or the deletion of an old term. If you object to any change in terms, you can avoid its application by terminating the related Credit Union service.

Change in term notices may appear in the Credit Union newsletter, your periodic statements, or on separate notices we send you as long as the timing and format complies with applicable law.

If any provision of any agreement between you and us is found by a court of competent jurisdiction to be unenforceable, the remaining provisions of the agreement will continue in effect.

#### G. Notices

You can send us any written notices regarding your accounts or loans by writing to our main office, SafeAmerica Credit Union, 6001 Gibraltar Drive, Pleasanton, CA 94588. If we change our contact information for delivery of notices, we will notify you. We are not required to honor notices from you that are inconsistent with your agreements with us or that appear to be inauthentic. Certain types of notices, such as change of address notices, may be subject to verification for security or other business reasons.

We can send you periodic statements and other communications by mailing them to your last address in our records or by sending them to you electronically, if you have agreed to receive statements and other communications from us electronically. Notices that we send to you will be binding upon mailing or electronic delivery or after the passage or any time required by applicable law or regulation, whichever is later. Notices and statements mailed to you by first-class U.S. mail are presumed to be received five business days after mailing if you live in California, or ten business days after mailing if you live outside California. Unless we receive a delivery failure notice, any notice we send you by e-mail that statements or other communications are available for pick-up on our secure web site will be presumed to have been received by you upon transmission.

Statements for Credit Union services are generally mailed to the member whose number is associated with the service and any joint owner(s) of that member's regular share savings account. Unless otherwise required by law, our sending a statement or other communication by us to any owner of an account or obligor on a loan will constitute delivery of the statement or other communication to all owners, agents or obligors.

If any mailed statements or other documents are returned to us by the U.S. Postal service as undeliverable, we are authorized to destroy

them. We will retain the capacity to provide copies of statements and other communications to you for any maximum time prescribed by law.

## **H. Our Responsibility for Following Your Instructions**

We reserve the right to verify your identity by any reasonable means prior to acting upon instructions.

On accounts or loans with more than one authorized person, we can follow the instructions of any one authorized person. If a court orders that an account or loan be subject to multiple signature requirements, we reserve the right to close the affected account or loan due to our technical inability to honor such requirements. If we continue to make the account or loan available to you, you agree to defend and indemnify us from any liability or claims arising out of your failure to comply with multiple signature or similar requirements for joint authorization of transactions.

We will follow your instructions on your accounts and loans. Instructions may be provided orally or in writing. Oral instructions will be honored only after we have confirmed the identity of the person giving the instructions. Instructions received via secure electronic transmission, such as PIN-initiated ATM keypad or Online Banking instructions, are treated as written instructions.

We honor all valid court orders, legal process and powers of attorney that govern your accounts or loans. Valid court orders and legal process (such as valid subpoenas) will prevail over conflicting instructions from authorized persons.

We reserve the right to refuse to follow your instructions if (a) they are ambiguous, (b) we reasonably believe the instructions do not comply with applicable state or federal law, (c) an authorized person asks us not to allow transactions on an account or loan, (d) we receive conflicting instructions on accounts or loans with more than one authorized person, (e) we are unable to verify your identity, or (f) we reasonably believe that following the instructions will cause the Credit Union a loss.

Once we have followed the instructions of an authorized person, we are relieved from liability to any owner of the related account or obligor on the related loan unless our following the instructions violates a court order to which we are subject or we have agreed in writing to freeze the account or loan. Any disputes regarding

actions taken on the account or loan must be resolved between or among the parties to the account or loan.

You agree to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses to which we become subject as a result of your violating court orders or agreements to which you are subject. For example, if a family court order directs you not to withdraw funds from a Credit Union account and you withdraw the funds contrary to the order, you will be responsible for any claims related to the withdrawal and you agree to defend and indemnify the Credit Union from any related claims.

We are not required to honor restrictive legends on items you write or endorse unless we have expressly agreed in writing to do so. For example, our negotiating a loan payment check on which you have written "payment in full" will not discharge your loan obligation unless either (a) we have agreed in writing that the payment will discharge your obligation or (b) the check actually pays your loan balance in full, including accrued interest and other charges.

Because we operate in an automated processing environment, we cannot honor special processing requests such as requests that two signatures be required on checks.

You agree, at your sole expense, to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses to which we become subject as a result of our following the instructions (including electronic instructions) of any authorized person.

#### **I. Our Right to Freeze or Block Accounts and Loans and Refuse to Follow Instructions**

In case of conflicting instructions, we reserve the right but do not undertake the duty to freeze funds in any account or refuse to make loan advances until we receive consistent written instructions from all authorized persons or a valid order from a court of competent jurisdiction.

We may block accounts or decline transactions consistent with requirements imposed by applicable laws, regulations or government agency directives.

#### **J. Change of Address**

You agree to keep us informed of your current physical and mailing addresses and to promptly notify us in writing of any change of address. If you choose to receive communications from us via e-mail, and our e-mail messages to you are returned as undeliverable, we will attempt to reach you at any alternate e-mail or postal address we have for you in our records. If paper or electronic correspondence is returned to us as undeliverable at the addresses we have for you, we are not required to continue to attempt to send paper or electronic mail to bad addresses. If you fail to notify us of a change in your physical or mailing address, we may charge a locator fee.

**K. Prohibition on Illegal Activity**

You agree not to use any Credit Union products, devices or services to conduct illegal transactions. We have the right to refuse to conduct transactions initiated on your accounts if we reasonably believe them to be illegal, such as illegal internet gambling transactions, but we have no obligation to determine the legality of transactions you initiate. You cannot use the actual or alleged illegality of authorized transactions as a defense to your obligation to pay amounts you become indebted to us as a result of those transactions.

**L. Privacy and Information Disclosure**

*Identification:* We reserve the right to verify your identity by any reasonable means before providing information to you.

*Parties to Your Accounts and Loans:* Owners are entitled to information about accounts on which they are owners. Obligors are entitled to information about loans they are obligated to pay. A person who has pledged real or personal property as collateral for a loan but is not obligated to pay is entitled to know whether the loan is current or goes into default and the steps required to cure the default. A person whom you have identified to us as an authorized signer (but not an owner) of your account or an authorized user (but not a borrower) on a credit line has the right to information about the account or credit line. Any person entitled to information can authorize release of information to third parties. If we have the written permission of such a person, we will release information consistent with that person's written instructions, even if we would otherwise be prohibited from doing so by law or our announced policy.

*Bundled Statements:* There may be situations in which some sub-accounts under a member number do not have identical owners or obligors.

For example, a member might have a savings and checking account with a joint owner but an IRA under the member's name only and loan with the member and a co-obligor different from the joint owner on the savings and checking. We "bundle" periodic statements for most of our services, meaning that a single statement covers multiple accounts and loans maintained under the core member number. Bundled statements are addressed to the owners of the regular share savings account required to maintain membership. The member and all other owners of accounts maintained under the member and all other obligors on loans maintained under the member number consent to the delivery of bundled statements, even though this may result in release of information about an account or loan to which the addressee is not a party.

*Pay-on-Death Beneficiaries:* Information about accounts is not released to pay-on-death beneficiaries until the death of all Owners entitles the pay-on-death beneficiaries to the funds in the account.

*Former Owners and Obligors:* A former owner or obligor can obtain information about activity on the account she or he owned or the loan on which he or she was obligated that took place while he or she was an Obligor or Owner. For example, assume that A adds B as a joint owner of A's accounts on January 1, 2002, and B is deleted as a joint owner of A's accounts on December 31, 2003. B can obtain information about activity on A's account that took place from January 1, 2002 through December 31, 2003 without A's permission. If B wants information about activity that occurred prior to January 1, 2002 or after December 31, 2003, B will need to provide the Credit Union with A's written permission or valid legal process such as a subpoena or court order.

*Third Parties:* Consistent with legal and regulatory requirements and our consumer information privacy policy, we generally do not disclose information to third parties about you or your accounts or loans. However, there are some exceptions, for example (a) when necessary to respond to valid legal process, (b) when necessary to carry out transactions you request, (c) when necessary to enforce obligations to us, (d) when necessary to comply with the law or valid government agency information requests, (e) when necessary to investigate claims of unauthorized use of your accounts or loans, or (f) to credit bureaus and merchants confirming the existence and status of your accounts and loans.

This is not an exhaustive list of situations in which we may release information about you or your Credit Union accounts or loans to third parties. Please refer to our separate Privacy Policy for more information on our privacy policy and practices.

*Tax Reporting:* We comply with tax reporting requirements, including but not limited to reports to the Internal Revenue Service of earnings on your accounts, interest collected from you on real-estate secured loans, and discharged debt. We do not provide tax advice.

#### **M. Record Retention**

We are not required to retain or provide to you or third parties any records on any account, loan or other activity you have with us beyond any time limit imposed by applicable law or regulation.

We suggest that you retain agreements and disclosures governing the services you obtain from us, including any change-in-terms notices you receive, until you no longer have the related service.

#### **N. Your Responsibility for Reviewing Statements and Other Communications and Reporting Unauthorized Activity and Other Errors**

Keep track of all deposit and withdrawal transactions on your accounts and all advances and payments on your loans. We will send you periodic statements covering all transactions on accounts and credit lines you maintain with us. If you have credit lines, a checking account, or electronic funds transfer activity, we send statements monthly; otherwise we send statements quarterly. Although the law does not require us to send periodic statements on loans on which you cannot obtain further advances once the loan funds (called “closed-end” loans), your periodic statements may include information about these loan types as a courtesy to you.

You agree that delivery of a periodic statement to the member on an account or loan constitutes delivery of the statement to all owners of the account and all obligors on the loan.

Promptly review and reconcile statements and other communications you receive from us and contact us if you have questions or concerns.

If you enroll in e-statements, we will notify you by e-mail when statements and other communications are available for retrieval on our secure web site and you are responsible for collecting them. We will have no liability or

responsibility for communications that you do not retrieve or that are lost or mis-delivered by the U.S. mail or other third party delivery service.

If you do not receive an expected statement, contact us promptly to request a copy and to ensure that we are sending statements to the correct address. E-statements can be retrieved on our web site going back several months. The Online Banking system will tell you the exact number of months. If you have difficulty receiving e-statements, contact us so that we can take the steps necessary to get your statements to you.

If you have a checking account or a credit line that allows you to write special checks to obtain loan advances, we do not send canceled checks with your periodic statement. However, we retain electronic copies of all checks you write for the period required by law and will provide check copies to you upon request. Refer to the Fee Schedule for document copy fees.

*Unauthorized Signature or Alterations on Checks:* Keep track of all transactions you initiate on your accounts and credit lines. If you suspect that a check drawn on your account or credit line was altered (such as by changing the payee name or the dollar amount of the check) or forged, notify us, in writing, within 30 days of the mailing or electronic delivery date of the statement on which the item first appeared. Tell us all the information requested under WHAT TO TELL US IN CASE OF ERROR OR INQUIRY at the end of this Handbook. If you do not tell us within 30 days, we will not be responsible for the forged or altered item. We operate in an automated check-processing environment and it is not feasible for us to physically examine checks that clear. For this reason, we are, as allowed by law, altering the provisions of the Commercial Code regarding the amount of time you have to report forged or altered checks.

*Other Errors or Inquiries (Excluding Credit Lines and EFTs):* Notify us in writing within 30 days after we send you the first statement on which the error, unauthorized transaction or other problem appeared. Tell us all the information requested under WHAT TO TELL US IN CASE OF ERROR OR INQUIRY at the end of this Handbook.

*Credit Lines and EFTs:* Section X.D.2 of this Handbook has specific rules governing claims of error or unauthorized use applicable to EFTs. If you have any open-end credit products with us (for example, a home equity credit line, a credit card, or a consumer loan extended under our

open-end credit plan), please refer to the governing credit agreement for specific rules regarding unauthorized use and billing error claims. Your periodic statements will also summarize error resolution procedures for credit lines and EFTs.

Your failure to notify us within the stated time frames may result in your sharing any loss with us or bearing the entire loss, depending on the circumstances.

We will investigate all claims and other inquiries. You agree to provide reasonable cooperation we lawfully request in connection with our investigation, including completing affidavits under penalty of perjury confirming your claim or filing a crime report with a law enforcement agency, if your claim relates to a forged, altered or otherwise unauthorized transaction.

If we correct any error or accept any responsibility for a transaction, our crediting your account will result in an automatic assignment to us of the right to collect the transaction amount from anyone else who is responsible. In consideration for our crediting your account, you agree to provide reasonable assistance that we request in pursuing a claim against the responsible party.

Our liability for any errors or unauthorized transactions will be limited to the actual damages, which is the amount of the error or unauthorized transaction. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress, or punitive damages.

## **O. Meeting Your Obligations**

We strive to offer our member-owners high returns on savings and the lowest possible rates on loans, taking market considerations, safety and soundness concerns, and business needs into account. To make this possible, you must meet your obligations to us in a timely manner.

You agree to comply with the terms of agreements governing the Credit Union services you receive.

You agree to be honest with us about your financial circumstances. You agree not to omit any material information from applications for Credit Union services. You agree not to request or use credit if you have reason to believe you will be unable to make the required payments.

You will not allow your accounts to fall below a zero balance. If you do inadvertently overdraw

any Credit Union account or otherwise incur a negative balance and you do not have an Overdraft Protection Plan in effect, you agree to restore any negative balance immediately upon our written demand.

You will be responsible for all items deposited to your accounts. If a deposited item is returned unpaid, the amount of the item plus the Returned Deposit Item fee shown on the current fee schedule will be deducted from the account of deposit, and you will be responsible to immediately restore any resulting negative balance.

Your failure to handle your checking account properly may result in our reporting you to consumer reporting agencies that monitor checking account abuse, and this report could impair your ability to obtain checking services.

Your failure to meet loan obligations may be reported to consumer reporting agencies, and this report could adversely affect your credit standing.

You agree that our Right of Offset (Section V.O) applies to any amount you owe us that you do not pay according to your agreements with us. If we cannot recover your indebtedness by exercising our Right of Offset, you agree that our right to recover Collection Costs (Section V.P) applies.

**P. Our Right of Offset**

If you owe us money, whether on a loan, because an item you deposited was returned unpaid causing a negative account balance, or for any other reason, and you fail to pay what you owe us consistent with your agreement with us or upon our lawful written demand, you agree that we can take any Credit Union shares in which you have an ownership interest (unless prohibited by law or the share agreement) to recover all or part of what you owe us without further notice to you. On joint accounts, our right of offset applies to all funds in the account if any owner of the account is in default on a payment obligation to us. We are not subject to agreements between or among joint owners regarding ownership of funds in joint accounts. If we exercise our rights under this provision, you agree that we are not electing a remedy or waiving our rights to take other lawful action to collect any amount you still owe us. This consent is in addition to any equitable right of offset or right we have to impress a lien on shares under the California Financial Code or other applicable law.

## **Q. Collection Costs**

If you do not pay your obligations to us as agreed or upon our lawful written demand, you agree to pay reasonable costs we incur in attempting to collect what you owe before we take legal action, such as repossession costs for example. If we have to take legal action to collect money you owe us or damages we are entitled to under the law (such as statutory damages imposed for writing bad checks), you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or another type of legal action. Collection costs will bear interest at the contract rate (in the case of costs incurred to collect loans you have obtained from the Credit Union) or the legal rate (in the case of costs incurred to collect other money you owe the Credit Union).

## **R. Discontinuation of Services**

We can close accounts for any business reason by sending you at least ten days' advance written notice at your last known address. Any closing of your accounts will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are available to handle them. If you have had no account or loan activity with the Credit Union for ninety days and your combined Credit Union account balance is under \$25.00, we may terminate all Credit Union services you have at our option. If your Credit Union services are terminated solely due to inactivity, you may reinstate your membership to active status by meeting minimum balance and activity requirements.

We can terminate borrowing privileges on credit lines consistent with applicable law by providing any notice required by law. Refer to your credit agreements for further details.

Reasons we can discontinue services, with or without notice, include but are not limited to (a) your failure to provide funds sufficient to cover your debit transactions, (b) your failure to keep loan payments current, (c) misuse of your accounts for check kiting, deposit of invalid items, or other unlawful purposes, (d) filing of a bankruptcy petition by or against you, (e) your failure to observe the conditions of any other agreement with us, (f) your failure to provide a valid U.S. taxpayer identification number or certificate of exemption, (g) our receipt of a

notice from the Internal Revenue Service that the taxpayer identification number you have given us is not valid or that you are subject to backup withholding, or (h) any reason listed under “Grounds for Expulsion from the Credit Union or Denial of Services” (Section V.R).

If we receive notice that the sole owner of an account is deceased, we will cease to honor transactions initiated on that account. We may, however, depending on the circumstances, honor disbursement instructions from any named pay-on-death beneficiary(ies), any person(s) appointed by a court as executor(s) or administrator(s) of the deceased owner’s estate, or any person(s) claiming to be successor(s) of the deceased owner under laws governing administration of small estates.

If we receive notice that the sole owner of an account has been declared legally incompetent, we will cease to honor transactions initiated on that account, unless initiated by a person holding a power of attorney on the account that survives the legal incompetence of the owner or a court-appointed conservator or guardian for the owner.

If we receive competing instructions from persons claiming an interest in the account of a deceased or incompetent owner, we may freeze the account until we receive consistent written instructions from all claimants or a court order directing disbursement of the account.

You may terminate your Credit Union services at any time by notifying us in writing.

Termination of Credit Union services by you or by us will not relieve you of any obligations incurred prior to termination. We may require you to maintain your membership while you are paying off your outstanding obligations to us.

## **S. Grounds for Expulsion from the Credit Union or Denial of Services**

We can expel you from the Credit Union or, alternatively, deny your Credit Union privileges except the right to maintain a regular share savings account and vote if (a) you fail to meet your obligations to us, (b) you cause us a loss in any way (including but not limited to un-restored negative account balances, discharge of Credit Union debts in bankruptcy or loan charge-off), (c) you fail to comply with our Member Conduct Policy, (d) you are convicted of a crime of moral turpitude involving your business with us, or (e) we learn after establishing your membership that we relied on false information in determining your eligibility.

## **T. Fees and Recovery of Costs**

Our current Fee Schedule details our fees for general and account-related services and is incorporated into this Handbook by reference. Fees may include, by way of example only, maintenance fees, transaction fees, minimum balance charges, dormant (inactive) account fees, levy processing fees, escheat handling fees, and locator service fees. To the extent fees related to default of your agreements with us exceed our actual costs, they are considered damages.

Credit Union loans are also subject to fees and charges. Loan-related fees and charges are disclosed in the applicable credit agreement.

If we receive valid legal process requiring us to provide records about your accounts or loans and the party requesting the information is not required by law to pay for our costs of providing the information, we will recover our costs of complying with the legal process by deducting them from any account in which you have available funds. The Fee Schedule includes our current legal process charges.

Fees may be added or changed by legally required notice to you.

## **U. CO-OP Shared Branches**

For your convenience, we participate in the CO-OP Shared Branch network. This allows you to conduct many SafeAmerica Credit Union loan and account transactions at branches of other participating credit unions. Your use of the CO-OP Shared Branch network is subject to the rules of the branch(es) you use, including security or identification procedures and transaction limitations. Some CO-OP Shared Branch transactions may be subject to fees of which you will be notified at the time. If you abuse your CO-OP Shared Branch privileges, we may revoke them with or without notice.

## **V. Avoiding “Phishing” and Other Account Security Compromises**

In handling your service requests and inquiries, we may, in your exchange of telephone calls or e-mails with our staff, ask you to provide limited personal information so that we may confirm your identity for security purposes. For example, if you call us with a question, we will need your name and account number to assist you, and we may ask for your mother’s maiden name or the last

four digits of your social security number to confirm your identity.

However, we will never send you unsolicited e-mail or telephone you asking you for confidential personal information such as your social security number, account number, or confidential PIN. We already have this information and will not need it when contacting you. **If you receive a telephone call, e-mail or other request that appears to be from us asking for this type of information, do not provide the information requested.** We also ask that you notify our Member Services Department immediately at the telephone number at the end of this Handbook so we can investigate the matter. Remember that by voluntarily providing account access information to third parties, you authorize them to conduct business on your accounts and may be liable for transactions they initiate.

## **W. General Provisions**

This Agreement is made in Alameda County, California. We can delay exercising our rights under any agreement we have with you without waiving them. If any provision of this Handbook is adjudicated to be void, voidable or unenforceable, it will be deemed amended to the extent necessary to render the provision enforceable consistent with its intent. If the provision cannot be so amended, it will be deemed deleted and the remaining provisions will continue in effect.

## **VI. YOUR CREDIT UNION ACCOUNTS**

### **A. Your Earnings and Payment of Dividends**

Credit Union accounts are share accounts and, as such, they represent an ownership interest in the Credit Union. In contrast, bank deposits are loans to the bank on which the bank pays interest. The earnings on your Credit Union accounts are called “dividends.” Our competitive dividend rates are set by the Board, taking into consideration our cost of funds, market conditions and other factors. See the current Truth in Savings Disclosure for dividend rates and annual percentage yields (APY) on our accounts.

Not all Credit Union accounts earn dividends; refer to the current Truth in Savings Disclosure. On dividend-bearing accounts, dividends are paid out of current income and available earnings after required transfers to reserves at the end of the dividend period; they cannot be guaranteed. Except for fixed-rate certificate accounts,

dividend rates and corresponding annual percentage yields (APYs) are not set in advance and can be changed by the Board at any time. The Board may also change dividend cycles at any time.

The current Truth in Savings Disclosure includes dividend rates and APYs, dividend cycles, dividend calculation methods and other information about earnings and costs associated with your Credit Union accounts. Your periodic account statements will also disclose the dividend rate, APYE (annual percentage yield earned), and fees for each dividend-bearing account you maintain.

## **B. Ownership of Accounts, Joint Account Ownership, and Pay on Death Beneficiaries**

A member owns all accounts established under his or her member number.

An account on which only the member is an owner is called an individual account.

Accounts may, unless prohibited for the account type, have more than one owner. Such accounts are called joint accounts. At least one owner of each Credit Union account must be a member. On any joint account, each owner owns all funds in the account, including paid dividends, with right of survivorship. "Right of survivorship" means that when one owner dies, the funds are automatically owned by any remaining owner(s) of the account. We do not allow other forms of account ownership, such as community property or tenancy in common. We are not subject to agreements between or among account owners of joint accounts as to entitlement to the funds. Any dispute among owners of joint accounts regarding entitlement to funds must be resolved among the owners without our involvement.

Each owner of a Credit Union account will be subject to review of his or her financial institution history and must satisfy our Customer Identification Program requirements.

Any owner may deposit or withdraw any amount in any account of which he or she is an owner. Once any owner withdraws funds from an account, the right of all other owners to the withdrawn funds terminates.

Once funds are deposited to a joint account, they become subject to joint ownership with right of survivorship.

Any owner may pledge funds in his or her account as security for a loan, unless the account is prohibited from being pledged. For

example, checking accounts and IRAs may not be pledged as security for loans.

If any owner becomes indebted to us and does not meet his or her payment obligation, funds in any account of which he or she is an owner will be subject to our Right of Offset (Section V.O).

Owners may designate pay-on-death beneficiaries ("POD beneficiaries") on most Credit Union accounts, although they are not permitted on fiduciary or entity accounts.

Under the laws of some states, a married person may open an account with joint owners or POD beneficiaries other than his or her spouse without the consent of his or her spouse. The person opening the account is responsible for complying with state laws regarding spousal consent and the Credit Union will have no duty to investigate. At the death of a married person, a non-owner surviving spouse may assert claims against funds in the account that will affect surviving owners' or POD beneficiaries' claims to the funds.

If the member on a joint account dies and the surviving owner is not a member, the surviving owner must close the account. If the surviving owner is a member or is a joint owner of accounts with another Credit Union member, the surviving owner may transfer the funds to another Credit Union account on which he or she is the member or a joint owner. However, an account may not remain open when the member whose member number is on that account dies.

If a non-member owner of a joint account dies, the surviving member may keep the account open.

If an account names no POD beneficiaries, funds pass at the owner's death to that person's estate.

On an individual account with a POD beneficiary, at the death of the member, funds in the account pass, outside of any probate, will or trust of the member, to the POD beneficiaries, in equal shares unless the Membership Application specifies a different percentage. On joint accounts with POD beneficiaries where the last surviving owner is the member, funds will pass at the death of the member to the designated POD beneficiaries in equal shares unless the Membership Application specifies a different percentage. On joint accounts with POD beneficiaries where the member dies prior to the other owner(s), the preceding paragraph requiring transfer of the funds to another account of the joint owner or closing of the account will

apply and the right of the POD beneficiaries to the funds will terminate.

Until the death of all owners, POD beneficiaries have no right to or interest in the funds in accounts on which they are designated, no ability to control disposition of the funds, and no right to information about the accounts. Funds will not be disbursed to any POD beneficiary until the POD beneficiary has been identified and subject to screening required by law, such as screening against lists maintained by the federal Office of Foreign Assets Control.

POD beneficiaries may not be designated on fiduciary accounts, or on entity accounts if offered.

To add new owners of your accounts, you must complete an updated Membership Application, which must be signed by you and the new owner(s). The new owner(s) must satisfy our financial review and Customer Identification Program requirements.

To remove owners of your accounts, either all current owners must consent in writing to the change, or the account must be closed and reopened under a new member number. Non-member owners cannot close and then reopen Credit Union accounts under a new member number unless they are eligible, apply and are approved for membership.

POD beneficiaries may be added, changed or removed at any time an account is open. To add, change or remove POD beneficiaries, all owners must sign an updated Membership Application. Alternatively, any one owner who is a member may close and reopen the account under a new member number and designate new POD beneficiaries.

The most recent Membership Application on file with us will govern ownership and POD beneficiaries on your account(s) under that member number. For example, if your original membership application designated a POD beneficiary but your most recent updated membership application does not name a POD beneficiary, we will assume that you want funds to pass to your estate at your death.

You can ask us about ownership and POD beneficiary status of your accounts at any time.

Although funds transfer automatically at death to any designated POD beneficiaries, a representative of a deceased owner's estate will be entitled to information about transactions on the account prior to the owner's death, including

the account balance at the time of death and the identity of POD beneficiaries.

Any disputes among owners, POD beneficiaries or third parties regarding rights to funds in your accounts must be resolved among the claimants without our involvement. Upon request by any owner or agent on an account, we will freeze funds in the account until we receive consistent written instructions from all owners and agents regarding disposition of funds in the account.

### C. Fiduciary Accounts

#### 1. General Information and Provisions of Fiduciary Accounts

We offer fiduciary accounts for trusts, conservatorships, guardianships, estates, Uniform Transfers to Minors and social security representative payees. These accounts require separate applications and may be subject to additional documentation requirements. For more information about fiduciary accounts, please ask a Credit Union representative.

In general, if a person is already a member, the following fiduciary accounts may be established under his or her member number:

- a. A revocable trust account where the member retains the power to revoke the trust or where the member is the beneficiary.
- b. A conservatorship account where the member is the conservatee.
- c. A guardianship account where the member is the ward.
- d. A Uniform Transfers to Minors Act account where the member is the minor beneficiary.
- e. A social security representative payee account where the member is the beneficiary.

You should request separate member numbers if you wish to hold some accounts in a fiduciary capacity and others in a non-fiduciary capacity. For example, some individuals with revocable trusts prefer to maintain their checking accounts outside their trusts.

If an owner appoints an attorney-in-fact using a valid power of attorney, that attorney-in-fact will, upon request to us, be added to the owner's account(s) with the designation "POA," consistent with the powers

enumerated in the power of attorney document. Unless the power of attorney limits the attorney-in-fact to specific transactions that we can monitor, the attorney-in-fact will be able to conduct all transactions on the account that the owner can conduct. The attorney-in-fact will not acquire joint ownership of the account. Appointment of an attorney-in-fact will not change the ownership of the account. Appointment of an attorney-in-fact will not relinquish the owner's control of the account, unless both (a) the power of attorney document states on its face that it will continue after or has come into effect as a result of the owner's legal incapacity and (b) we receive documentation specified in the power of attorney confirming the owner's legal incapacity.

If we permit an irrevocable trust account, a separate membership must be established for the trust. Estate accounts require a separate membership.

If a fiduciary wishes to establish a fiduciary account for a beneficiary who is in our field of membership but not a member, either (a) the beneficiary must apply for membership or (b) if the beneficiary lacks legal capacity, the fiduciary must apply for membership on the beneficiary's behalf. The assigned member number will be that of the beneficiary, not the fiduciary. Minors and persons declared incompetent by a court are examples of persons who lack legal capacity.

A fiduciary may not use his or her own member number to establish a fiduciary account unless the fiduciary is also the beneficiary of the fiduciary relationship (common with revocable trusts).

All fiduciary accounts are subject to Customer Identification Policy requirements.

Other than accounts with POAs, on which both the owner(s) and the fiduciary retain control unless otherwise provided for in the POA documents, fiduciary accounts will be subject to the control of the persons named as current fiduciaries under the governing trust agreement or court order. In general, more than one person can act as fiduciary at the same time, though this is prohibited on Uniform Transfer to Minors accounts.

We cannot and do not monitor compliance with express or implied multiple signature requirements in trust agreements, powers of attorney, court orders or similar documents.

Any fiduciary(ies) are responsible for complying with multiple signature requirements and expressly agree to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses resulting from non-compliance with multiple signature requirements.

We reserve the right to refuse to open fiduciary accounts if we have reason to believe we will be unable to comply with requirements imposed by court orders or other documents establishing the fiduciary relationship.

Fiduciaries agree to comply with all terms of all Credit Union agreements governing services provided to the beneficiaries of their fiduciary relationships.

Fiduciaries agree to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses resulting from the manner in which they handle the proceeds of fiduciary accounts, unless we fail to comply accurately with instructions provided by fiduciaries. If we do fail to comply accurately with instructions of fiduciaries, our liability will be limited to actual damages not to exceed the amount of the transaction. We do not act as a fiduciary or monitor fiduciaries' compliance with their legal duties to the beneficiaries of fiduciary relationships.

## 2. Terms Specific to Uniform Transfer to Minors Accounts

To open a California Uniform Transfers to Minor Act (UTMA) Account, a special UTMA Account Card and Agreement ("UTMA Agreement") must be completed. The person making the gift to the minor is called "Transferor." In some cases (such as when a court awards money to a minor) a UTMA may be established without a Transferor. The application must designate a First Custodian to handle the funds for the minor's benefit. The First Custodian may be the Transferor or another adult. A Successor Custodian is permitted but not required to be named on the UTMA Agreement. The First Custodian named on the UTMA Agreement and (if any) Successor Custodian agree that the California Uniform Transfers to Minors Act (UTMA – California Probate Code Sec. 3900 et seq.) account will be subject to the following terms and conditions in addition to other provisions in this Handbook that apply to the type(s) of account(s) opened. The term "Current

Custodian” refers to the Custodian who is acting as Custodian at any time the UTMA account is open. The term “UTMA Beneficiary” refers to the minor to whom the gift is made.

- a. The Current Custodian will hold all of the proceeds in the UTMA account, including dividends and subsequent additions to the account, in accordance to the California UTMA for the UTMA Beneficiary. Any funds placed in the account shall be an immediate irrevocable gift to the UTMA Beneficiary.
- b. Only one custodian (the Current Custodian) is permitted on the account and, even then, only until the UTMA Beneficiary reaches the age specified on the UTMA Agreement. The Current Custodian shall be (i) the first custodian signing the UTMA Agreement (the “Custodian”) or, if the Custodian resigns, dies, or becomes incapacitated before the UTMA Beneficiary reaches the termination age specified in the account, (ii) (aa) the Successor Custodian designated by the Transferor, or, if the Transferor named no Successor Custodian (bb) the Successor Custodian designated by the First Custodian, or (cc) if no Successor Custodian has been designated by the First Custodian, the Successor Custodian designated according to the UTMA. The UTMA allows appointment of Successor Custodians in the absence of a designation by the Transferor or the Current Custodian, as follows: If the UTMA Beneficiary is at least 14 years old, the UTMA Beneficiary may name a parent, a family member, a court-appointed guardian, or a trust company as Successor Custodian. If the UTMA Beneficiary is under 14 or fails to designate a Successor Custodian within 60 days of the death, resignation or incapacity of the last designated Custodian, the UTMA Beneficiary’s parent or court-appointed guardian will generally become custodian. If the UTMA Beneficiary has no parent or court-appointed guardian, an interested party (such as the Transferor or an adult relative of the UTMA Beneficiary) may petition the court to appoint a new Custodian.
- c. Only the Current Custodian can withdraw funds from the account and, even then, solely on behalf of the UTMA Beneficiary. If

the account is established by court order indicating that no withdrawals shall be made until the UTMA Beneficiary reaches a specific age unless the court later orders otherwise, a copy of the court's order must be provided to the Credit Union, and the Current Custodian agrees to comply with the terms of the court order. The Current Custodian agrees to defend, indemnify and hold the Credit Union harmless from any claim or liability to any person as a result of any alleged or actual improper withdrawal from the account or other failure to comply with the order of a court regarding the account.

- d. The Current Custodian may at any time change the designation of Successor Custodian by notifying the Credit Union and completing any documentation required by the Credit Union.
- e. The Current Custodian agrees to expend for the exclusive benefit of the UTMA Beneficiary as much of the funds in the account as the Current Custodian, in his or her sole discretion, finds advisable for the support, maintenance, education and benefit of the UTMA Beneficiary, without regard to the duty or ability of anyone to support the UTMA Beneficiary and without regard to any resources which might be available for such support.
- f. The account shall terminate automatically when the UTMA Beneficiary reaches the age specified in the UTMA Agreement. The age election made when the account is established is irrevocable and is governed by the UTMA. When the account terminates (i) the Current Custodian agrees to execute any document(s) required by the Credit Union to release the funds to the UTMA Beneficiary, and (ii) the UTMA Beneficiary must direct the Credit Union in writing as to the disposition of the funds.
- g. The age specified for termination of the account must be either eighteen (18) or twenty-one (21), unless the account arose because of a transfer of funds by a will, trust or exercise of a power of appointment. If the account arose because of a transfer of funds by a will, trust or exercise of a power of appointment, then prior to or upon signing the UTMA Agreement, the Custodian must provide the Credit Union with a copy of the document specifying the age of the UTMA Beneficiary when the

account will terminate, and the Custodian must indicate the termination age on the UTMA Agreement. In no event will a UTMA account continue beyond the UTMA Beneficiary's reaching any age specified by the UTMA.

- h. If the UTMA Beneficiary dies before reaching the age specified in the UTMA Agreement, the funds shall be a part of the estate of the UTMA Beneficiary and distributed in conformity with the law. The Current Custodian agrees not to withdraw funds from the account following the death of the UTMA Beneficiary unless court approval for distribution of the account to the UTMA Beneficiary's estate has been obtained and a copy of the court's approval provided to the Credit Union.
- i. The Current Custodian waives the right to compensation for serving as custodian of the account.
- j. All transactions respecting the account shall be governed by the Credit Union bylaws and procedures as well as the UTMA and other applicable laws.
- k. The Current Custodian agrees to defend, indemnify and save the Credit Union harmless from any suits or liability directly or indirectly resulting from the Credit Union's handling of the account consistent with written instructions of the Current Custodian.
- l. The Credit Union has the right to refuse to honor the Current Custodian's instructions if they are uncertain, the signature appears not to be authentic, or the Credit Union has other reason to believe that complying with the instructions may cause the Credit Union a loss. In such event, the Credit Union shall notify the Current Custodian of that fact in writing.

#### D. Escheat/Unclaimed Property

In general, if for three years (or the period called for by your state law if the address we have for you in our records is outside California), you initiate no communication with us and there is no activity on any Credit Union account of yours other than posting of dividends and deduction of fees, any account balances you have will be deemed abandoned and subject to forfeiture to the State of California (or your state of residence in our records). We will mail you notice required

by applicable law that your funds will be subject to escheat if you do not contact us.

## E. Deposits and Withdrawals

### 1. Making Deposits

Deposits may be made to accounts (1) by ACH credit entry (such as direct deposit of net pay), (2) in person at Credit Union branches or CU Service Center shared branches, (3) by mail, (4) by incoming wire transfer, (5) at Bank of the West ATMs and designated Credit Union CO-OPSM ATMs, (6) at remote Credit Union deposit drops, or (7) by remote deposit capture

Payroll deduction refers either to a deduction from your pay via the ACH system to pay your Credit Union loans, or to a deduction from your pay deposited via ACH to your accounts with the Credit Union. You can request payroll deduction loan payments when you apply for a loan or any time thereafter by contacting the Credit Union Loan Department. Payroll deduction loan payments are credited immediately to make your loan payment; they never become available to you for withdrawal. Payroll deduction deposits become available to you for withdrawal when we receive them.

### 2. Making Withdrawals

Withdrawals can be made (1) in person at Credit Union branches or at CU Service Centers, (2) by writing checks on Checking or Money Market Accounts, (3) by authenticated telephone, STARS or Online Banking request to mail a check payable to you at your address in the Credit Union's records, (4) by Online Bill Pay, (5) by preauthorized one-time or recurring ACH debit transfer, (6) by authenticated wire transfer request, (7) at designated network ATMs, (8) by using your VISA® Debit Card at designated point-of-sale terminals and participating VISA® merchants, or (9) by giving your VISA® Debit Card number and expiration date to a payee such as a health club or utility company and authorizing them to deduct recurring payments.

### 3. Transferring Funds Among Accounts

Funds may be transferred among accounts you maintain at the Credit Union in person, by authenticated telephone request, at ATMs or by using STARS or Online Banking. EFT transfers between accounts may be limited, or may not be available on all account types.

#### 4. Disbursement of Direct Deposit of Net Pay or Other Regular Income

If you have direct deposit of net pay or other regular income such as social security direct deposit, you can give us written instructions as to how to disburse the funds among your accounts. All direct deposits will post immediately to the accounts designated in your instructions. If the amount of your direct deposit received by SafeAmerica increases or decreases and you have not given us contrary instructions, (a) if you have only one designated direct deposit account, the change will affect the amount going into that account, or (b) if you have more than one designated direct deposit account, the change will affect the amount of funds that go into your savings account.

We may follow your disbursement instructions upon our receipt of the first direct deposit of pay or other income from your employer or other payor. If you have not yet provided disbursement instructions to the Credit Union, all direct deposit funds will remain in your regular share savings account.

You can change your disbursement instructions at any time by written notice to the Credit Union. If you want to change the amount of net pay or other payment directly deposited to the Credit Union, you must notify your employer or other payor and give them any form of written instructions they may require.

#### 5. Opening New Accounts

If you already are an established member, you can open most types of Credit Union subaccounts by authenticated telephone request, by visiting one of our branches, or by using Online Banking to open the account and transfer the funds. Some new account types (IRA and fiduciary) require special applications.

#### 6. Deposit Restrictions

We impose no limit on the number or dollar amount of deposits you may make on any type of account except Certificate Accounts (refer to the Truth in Savings Disclosure). Federal tax laws limit amounts that may be deposited to IRAs and similar special purpose accounts that enjoy favored federal tax treatment such as health savings accounts and 529 college savings plans; consult a tax advisor. We do give advice about potential tax

implications or penalties that could result from your deposits to tax-favored accounts.

We may refuse to accept for deposit checks or other items that are stale-dated (more than six months old), lack proper endorsements, appear to have been altered, or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts and will not be liable to you for accepting items presented for deposit to your accounts.

## 7. Endorsements on Non-Cash Deposit Items; Right to Supply Missing Endorsements

In general, we have the right to supply missing endorsements on non-cash items as long as the items are deposited to accounts of persons to whom they are payable. We also have the right, but not the obligation, to refuse to accept for deposit items that are not properly endorsed.

**Items Payable to You Alone:** We can accept these items for deposit to any account of which you are an owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or a single owner account.

**Items Payable to You or One or More Other Persons:** We can accept these items for deposit to any account of which one of the payees is an owner in our records, regardless of whether any of the payees has endorsed the item and whether the account to which the item is deposited is shown in our records as a joint owner or single owner account. Items with more than one payee on which it is ambiguous as to whether the item is payable in the alternative (or) or only to all payees together (and) are considered payable in the alternative.

**Items Payable to You and One or More Other Persons:** We can accept these items for deposit to any account on which you and all the other payees are joint owner in our records, regardless of whether any of the payees have endorsed the item. If all payees have endorsed the item for deposit to an account that any payee has with us, we can accept the item for deposit to that account even though all payees are not owners of the designated deposit account.

**Items Not Payable to You:** If an item is not payable to you but has been endorsed over to

you by the payee on the face of the item, we can refuse the right to accept the item for deposit to your account or require that the payee's financial institution provide an endorsement guarantee.

## 8. Your Responsibility for Deposited Items

You agree to defend, indemnify and hold us harmless from any claims, losses, liability, damages, or expenses we incur as a result of accepting an item for deposit to your accounts, unless we fail to exercise ordinary care under the circumstances in accepting the item. We operate in an automated processing environment and do not physically examine items deposited to your accounts unless you deposit them in person to a Credit Union teller. You agree to examine items you wish to deposit and bring to our attention any evident irregularities, such as obvious alterations or missing drawer signatures. You will be responsible for and hold us harmless from any losses or costs we incur as a result of the deposit of items that are irregular on their face into an automated deposit processing environment such as an ATM.

*Our making funds available to you from a non-cash deposit is **not** a guarantee or representation by us that the item deposited to your account will be paid.* All credits to your accounts, including credits for ACH entries and wire transfers, are provisional until we receive final payment from the paying institution.

If you are concerned about the validity of an item you want to deposit, you should contact the financial institution on which the item is drawn. No Credit Union employee has the expertise or authorization to give you an oral or written opinion or guarantee that an item you deposit will be paid. Should any Credit Union employee state orally or in writing that they believe an item you deposited will be paid, this should be interpreted only as that employee's guess and not as a guarantee by that individual or by us. If the paying financial institution lawfully returns an item you deposit, we will deduct the amount of the item from your account, even if you have already withdrawn the funds and even if the deduction results in a negative balance.

You must, upon our demand, immediately restore any negative balance that results from our deducting erroneous or uncollected deposits from your accounts. You also agree

to pay upon demand any cost or loss we incur as a result of accepting items for deposit to your accounts. If you do not do so, you agree that our Right of Offset (section V.O) applies. If we cannot restore the negative balance by exercising our Right of Offset, you agree that our right to recover Collection Costs (section V.P) applies.

We urge you to exercise caution in entering into transactions or depositing items from unfamiliar sources as they may be fraudulent. If an item is deposited to your account from an unfamiliar source or in an amount you did not expect, delay withdrawing the funds even if we make the funds available to you. For the convenience of our members, our general policy is to make deposits available to established members promptly (see Funds Availability, section IX). You will be responsible to us for any loss we incur, such as a negative balance in your account, if you withdraw funds from a deposited item that is later returned unpaid, even if you had no knowledge that the deposited item was fraudulent.

## 9. Deposit Errors and Returned Items

If we receive an erroneous deposit, such as a duplicate direct deposit of net pay or a direct deposit of social security benefits after the payee's death, we can return the erroneous deposit to the payer and deduct the amount of the erroneous deposit from your account.

If you deposit an item that is returned unpaid, we will deduct any amount for which you have received provisional credit from your account.

We reserve the right to automatically redeposit NSF checks and other NSF items without notice to the parties.

You waive protest and notice of dishonor for deposited items that are returned unpaid.

Deductions for erroneous deposits or deposited items return unpaid may be made without prior notice, though we will notify you as soon as is reasonably practicable.

## 10. Backup Withholding

We have the right to withhold from withdrawals any amounts required by federal tax laws, if we receive notice that you are subject to backup withholding or you fail to give us your correct taxpayer identification or social security number. You may be subject to

tax penalties if you fail to give us your correct taxpayer ID number.

## 11. Other Withdrawal Restrictions

In addition to backup withholding, the following limits apply to withdrawals.

**Checking Accounts:** You may write as many checks and make as many transfers or withdrawals out of checking or money market accounts as you wish, provided you have sufficient funds or overdraft protection available from an Overdraft Protection Plan (see section VI.P.9).

**Regular Share Savings Accounts:** You may make as many withdrawals and transfers out of these accounts as you wish using these means: (1) in person; (2) by mail, (3) by messenger, (4) at an ATM, (5) by telephone request to mail a check payable to you at your address in our records. We call these “personal withdrawals.” All other withdrawals or transfers out of these accounts (which we call “non-personal withdrawals”) may be subject to limits. Examples of non-personal withdrawals include preauthorized automatic payments, such as for utility bills, transfer or payment requests submitted by STARS or Online Banking, and Overdraft Protection Plan transfers.

**Certificates and Holiday Club Accounts:** Withdrawals of funds from certificate accounts prior to maturity, other than credited dividends, may be subject to penalty. Holiday club account funds may not be withdrawn but will be automatically transferred at the end of November to either your regular share savings account or your checking account, as designated by you when you open the account. If a member withdraws funds from a holiday club account prior to the scheduled transfer date, they may forfeit all dividends earned.

Our Bylaws allow us to delay your withdrawal of funds from non-checking accounts for up to 60 days.

You may not withdraw funds pledged as security for Credit Union loans without our written consent. If you do so, your loan will be considered in default and, at our option, we may increase the interest rate to the rate we are charging at the time for comparable

signature loans or call the loan due and payable in full.

F. Non-Transferability of Accounts

Except for checking and money market accounts, all accounts are non-transferrable other than on the books of the Credit Union. This means that if you want to change ownership of funds, you must withdraw them or change the ownership using a form acceptable to us.

G. Secure Funds: Private Account Insurance

Each SafeAmerica Credit Union sub-account you own is insured for up the lesser of its actual balance or \$250,000 by American Share Insurance, the largest private insurer of credit union accounts in the United States. Accounts at SafeAmerica Credit Union are not federally insured. If the institution fails, the federal government does not guarantee that you will get your money back.

H. Truth in Savings Disclosure and Fee Schedule

The separate Truth in Savings Disclosure and Fee Schedule (which may be combined in a single document or printed separately) are given to you whenever you open a new sub-account and provide current terms, including required balances, dividend rates and transaction limits. The effective date of each Truth in Savings Disclosure and Fee Schedule is printed on it. Your periodic statements will provide required information on established accounts, such as dividend rates, dividends earned, and fees assessed. You will receive notice required by law of any changes to rates, terms or fees on your accounts. In most cases, rate changes are reflected on your periodic statements only.

I. Regular Share Savings Accounts

As of the printing date of this Handbook, you must have a regular share savings account with the minimum balance specified on the Truth in Savings Disclosure to maintain membership. Regular Share Savings Account can be set up as Overdraft Protection Plans on checking accounts.

J. Holiday Club Accounts

This account lets you save money for the extra expenses of the holiday season with dividends paid out near the end of the calendar year.

K. Money Market Accounts

This account combines typically higher yields than checking or regular share savings accounts

with convenient access to your funds, including check-writing and electronic withdrawal privileges. Refer to the Truth in Savings Disclosure for information about balances required to earn money market dividend rates and the effects of lower balances. Money Market Accounts can be set up as Overdraft Protection Plans on checking accounts. Money Market Accounts are not, however, eligible for overdraft protection even though they have a check-writing feature.

#### L. Youth Accounts

Our Board has adopted a Youth Account program with the goals of giving our young members the opportunity to acquire financial literacy, learn to manage accounts and credit in a responsible manner, and take advantage of the benefits of participation in the credit union community. They are available to all children in our field of membership, with additional privileges available to members ages 13 and up, and even further benefits for young adults up to age 23. The age of majority is generally 18 but may vary in individual states. Youth accounts owned by minors require an adult joint owner, and any credit extended requires a responsible adult co-signer. Terms and benefits of Youth Accounts are subject to change; consult the most recent Truth in Savings Disclosure and Fee Schedule.

#### M. Certificate Accounts

Certificate accounts typically offer our highest rate of return for a specific period. The term length, dividend rate and annual percentage yield are set when you open the account, so you know exactly what you'll earn. Early withdrawal penalties apply.

#### N. Individual Retirement Accounts (IRAs)

Depending on your personal circumstances and whether you select a Traditional IRA or Roth IRA, IRAs may offer tax-deductible contributions or tax-deferred or tax-free earnings. IRAs are available as money market or certificate accounts. Tax penalties may apply to early withdrawals; consult a tax advisor.

#### O. Checking Accounts

##### 1. Account Types

###### *Free Checking*

Free Checking offers a full range of checking services with no monthly fee. This account does not earn dividends.

###### *Youth Checking*

Youth Checking offers a special package of services to members from ages 14 through 23 to help young people acquire financial literacy and money management skills. A responsible adult joint owner is required for members under the age of majority in their state of residence.

*Dividend Checking (Discontinued as of October 5, 2015)*

This dividend-bearing account offers limited free services. Required minimum average daily balance to earn dividends.

*Dividend Senior Checking (Discontinued as of October 5, 2015)*

This dividend-bearing account offers special benefits, including discounts and free services, to members 54 and older who meet eligibility requirements specified in the Truth in Savings Disclosure. Eligibility requirements and benefits may change from time to time in the Board's discretion.

## 2. Grounds for Closing Checking Accounts

We can close your checking account if, in our reasonable judgment, you have misused your checking privileges. Misuse of a checking account includes but is not limited to (a) failure to have funds or an Overdraft Plan available to debit transactions, (b) kiting, (c) deposit of invalid items, (d) bankruptcy or other insolvency proceedings, or (e) your failure to observe terms of other agreements you have with us.

## 3. Transactions

We will make payments on current checks drawn on available funds in your checking account when signed by any person authorized on your Membership Application. You can also make deposits and withdrawals as explained in the Deposits and Withdrawals section of this Handbook (V.E). Point-of-sale transactions using an ATM card and debit card purchases and cash advances are withdrawn directly from your checking account.

## 4. Check-Writing

Use only checks ordered from us and printed by our authorized check printer or from a printer of your choice who will print checks in a form approved by us. Inspect all checks you receive for accuracy before using them. To reduce the risk of fraud, we suggest that when you write checks, use indelible ink and completely fill in the lines for the payee and

the written dollar amount, drawing a line through any unused space. Date and sign checks you write. Destroy any spoiled checks. We reserve the right but do not undertake a duty to refuse to pay any check that is missing the payee's endorsement.

#### 5. Stale-Dated Checks

We are not obligated to pay any check on which the date is more than six months old, but we will have no liability of any kind to you if we do pay it.

#### 6. Post-Dated Checks

We will not be liable for paying post-dated checks unless you have provided a timely and valid stop-payment order and paid the required stop-payment fee. Requirements for stop-payment requests are given below. If we pay a post-dated check over a timely and valid stop-payment request, we will be liable only for your actual damages not exceeding the amount of the paid check.

#### 7. Stopping Payment

To stop payment on a check, you must notify us before we pay the check. We can instruct you to follow up any oral notice in writing and if you fail to do so within 14 days, the stop-payment request may lapse at our option. You can use Online Banking to submit a stop-payment request and we will treat the request as a written request. A written stop-payment request is valid for six (6) months, after which it will lapse unless you renew it while it remains in effect. We will process stop-payment requests promptly but will not be liable to you for failing to stop a check presented within 24 hours after we receive your request.

Check stop-payment requests *must include your name, your account number, the check number, and the EXACT dollar amount of the check.* We operate in an automated processing environment and without this information we may not be able to locate the check to stop payment on it. We are not responsible for failure to stop a payment if you have not provided us with sufficiently accurate information to enable us to find the check and stop payment. You should also provide the date of the check and the name of the payee.

If we do not carry out a timely stop-payment, we are not required to reimburse you if the check discharged your valid obligation. If we do reimburse you, you assign to us all claims

for the funds against the person who obtained the funds and you agree to cooperate with our efforts to recover the funds.

### *Other Transactions*

You can also stop payment on certain types of EFTs, such as ACH payments and Online Bill Payments, if you notify us in time. Refer to the EFT section of this Handbook for details.

## 8. Overdrafts

If you do not have sufficient available funds in your checking account to cover debit transactions, an overdraft will be created.

We can post overdrafts to your account in any order consistent with applicable law.

Overdrafts may be handled in any of the following ways, depending on your instructions to us.

Overdraft protection, if available, covers checking accounts only. If, for example, you have set up automatic payments out of your regular share savings and you do not have sufficient available funds on the scheduled payment date, or you write a check against insufficient funds on your money market account, the payment will not be made.

### Overdraft Protection by Agreement (Overdraft Plans)

You can establish Overdraft Plans for your checking account(s) by signing up for overdraft protection advances from a Credit Union open-end credit plan if available under the credit plan's terms, or by authorizing overdraft protection transfers from your regular share savings or money market account. As long as you have available credit or funds in your designated Overdraft Plan source(s) and are not in default on any of your obligations to us, the overdraft will be paid. If you establish more than one Overdraft Plan, we can choose the source(s) to access in any order.

Overdraft Plans cover all checking account debit transactions including checks, ATM withdrawals, PIN-based merchant purchases, recurring Debit Card transactions, everyday Debit Card purchases, STARS and Online Banking transfers, Online Bill Pay, and ACH debits.

Overdraft Plan Credit Advances: Overdraft Plan credit advances require that you apply for, be approved for, and open an open-end

credit plan (credit card, personal line of credit or home equity credit line) and designate the open-end credit plan in writing as an Overdraft Plan. You can designate the open-end credit plan as an Overdraft Plan when you apply for the open-end credit plan or at any time by notifying us in writing that you want the open-end credit plan to be an Overdraft Plan. Any Overdraft Plan credit advance will begin to accrue finance charges as soon as it posts, and may be subject to an overdraft advance fee. Refer to the current Fee Schedule and the current version of the applicable credit plan agreement for details. Overdraft Plan credit advances will be in an amount sufficient to cover the overdraft and will not be available if making the advance would cause you to exceed the credit limit on the credit plan.

*Overdraft Plan Account Transfers:* Overdraft Plan transfers from regular share savings or money market accounts will be available only if you authorize them in writing on your Membership Application or another written document provided to us. No more than six overdraft protection transfers from your regular share savings account are permitted in any calendar month. Overdraft Plan transfers count toward the six-per month limit on non-personal transfers out of savings accounts (see Section VI.E.10 above.) Overdraft Plan account transfers may be subject to a transfer fee; refer to the current Fee Schedule. Overdraft Plan account transfers will be in an amount sufficient to cover the overdraft and will not be available if the transfer would cause you to fall below any required minimum balance on the source account or would cause you to exceed applicable monthly transfer limits.

#### *Standard Overdraft Protection*

Standard Overdraft Practices apply to checks, ACH debit entries, Online Bill Payments, recurring Debit Card payments, and, only if you opt in, to one-time merchant Debit Card or ATM card purchases (called “everyday debit card transactions”). They do not apply to ATM cash withdrawals, which will not be paid against insufficient funds unless you have an Overdraft Plan with available funds or credit.

If you have not set up an Overdraft Plan of if neither funds nor credit are available under your established Overdraft Plan(s), under our Standard Overdraft Practices, we may, at our sole discretion, pay a debit transaction on your checking account that you do not have

available funds to cover or return it unpaid for insufficient funds (“NSF return”). Whether we pay the item or make an NSF return, a fee will be assessed (refer to the Fee Schedule). Payment of items under Standard Overdraft Practices is never guaranteed. Unless you have an Overdraft Plan with available funds or credit, we can return unpaid any debit item that would cause your checking account to fall below a zero balance.

If you prefer that we make an NSF return for any items that would create an overdraft, please notify us in writing. You can opt out of payment of all items under Standard Overdraft Practices on your Membership Application or by notifying us in writing. Even if you do not opt out, we still reserve the right to return NSF returns on debits you do not have sufficient available funds to cover.

In making your decision whether to opt out of or opt in to Standard Overdraft Practices, you should be aware that some merchants and other payees of checks may charge bad check fees in addition to any NSF return fee imposed by us. If you have set up automatic bill payments, your payees may charge late or other fees if your payments are returned NSF.

If we do pay rather than return an NSF item, you must immediately deposit an amount sufficient to restore your account to a positive balance.

Standard Overdraft Practice payment of overdrafts will never be available in the following situations: (a) your checking account is less than 90 days old; (b) your checking account does not receive regular deposits; (c) any owner of the checking account is in default on any obligation to us; (d) in our sole judgment you have initiated too many checking account withdrawal transactions against insufficient funds; or (e) the transaction is a merchant debit card purchase and you have not opted in to our paying such items against insufficient funds.

You can change your Standard Overdraft Practice elections at any time by notifying us.

## 9. Check 21

Many checks you write will be processed electronically, with the result that checks written on your account can clear in a matter of minutes or hours, rather than days. This makes it more important than ever that you do not write checks against deposits that have

not yet become available (see the Funds Availability Policy) unless you intend to rely on available Overdraft Plans.

#### 10. Prohibition on Pledging Funds

Funds in checking accounts cannot be pledged as security for loans. However, if you become indebted to us and do not pay what you owe us according to your agreements with us, you agree that funds in your checking account are subject to our Right of Offset (section V.O).

#### 11. ACH Re-presentation of Returned Checks (RCK Entries)

Checks you write on insufficient funds may be re-presented by the payee for payment through the ACH (automated clearinghouse) system if the payee notifies you of this possibility when you write the check. Checks on which the signature is forged, altered checks, checks for over \$2,500, checks returned for reasons other than insufficient funds, or checks re-presented for than 180 days after their original date, are not eligible for ACH re-presentation.

#### 12. Lost or Stolen Checks

If your checks are lost or stolen, please call us immediately at the phone number listed at the end of this Handbook. Because of the risk that someone who obtains your account and routing number can order checks outside the sequence of numbers on which you stop payment, we recommend that you close your checking account and re-open it under a new number. If you elect to keep your account open under the same number after checks have been lost or stolen, we will not be responsible for unauthorized checks paid on your account unless they fall within a sequence of numbers on which we have received your written order to stop payment.

#### 13. Preauthorized Drafts

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your checking account number along with your routing and transit number and authorize them to use the information to debit your checking account for the amount of money you have agreed to pay them. Any preauthorized draft presented to us after you have voluntarily given your checking account number to the

payee is considered authorized by you, even though you have not signed a check. Exercise caution before you give your checking account information to a third party enabling them to create a preauthorized draft and notify us promptly if you believe any preauthorized draft shown on your periodic statement is unauthorized.

#### 14. Account Monitoring and Statement Review

Checking accounts typically experience the highest transaction volume and the most transmission of account data to third parties, such as via ATM and debit card swipes at merchants and checks written to pay bills. You can reduce your risk of loss and the risk of loss to your member-owned Credit Union by keeping careful track of your account activity. Record deposits and withdrawals (including card transactions), frequently review your account activity using our free, secure Online Banking and STARS services, and promptly report any suspicious transactions you observe. See the section entitled “Your Responsibility for Reviewing Statements and Other Communications and Reporting Unauthorized Activity and Other Errors” above (section V.M) for details about your potential responsibility for unauthorized activity on your accounts.

### **VII. CREDIT UNION TELLER CHECKS**

We may allow you withdraw funds from your account or take a loan advance in the form of a teller check. A teller check is drawn on us and we are, under normal circumstances, guaranteeing payment of the check.

Teller checks should be handled with great care as they are functional cash equivalents and payment cannot be stopped.

We will accept a request for a refund or replacement of a teller check only if you give us a written declaration under penalty of perjury stating that the teller check was lost, stolen or destroyed before you negotiated it or delivered it to the payee. If the teller check was lost, stolen or destroyed after delivery or attempted delivery to the payee, the payee must also sign a written declaration under penalty of perjury that the check was lost, stolen or destroyed before the payee negotiated it. If we receive the request after we have paid the teller check, we will have no responsibility for the loss.

We are not obligated to issue a replacement teller check until 90 days after its date. We reserve the

right to require you to post and pay for a lost instrument bond before we will issue a refund or replacement.

We are discharged from further liability if we refund a teller check by crediting the account or credit line from which you obtained the funds to purchase the teller check, or if we replace the teller check by issuing a new one. If a holder in due course presents the original teller check for payment after we have refunded or replaced it, you must pay the amount of the original teller check to the holder, or to us if we are required to pay the holder. If you do not pay upon our reasonable demand, you agree that our Right of Offset (section V.O) applies. If we cannot recover the amount by exercising our Right of Offset, you agree that our right to recover Collection Costs (section V.P.) applies.

## **VIII. WIRE TRANSFERS**

We can process wire transfers from your account and will carry out your written instructions. We will also receive wire transfers for you. Wire transfers are subject to applicable law and regulation, including the terms of Federal Reserve Regulation J, Article 4A of the Uniform Commercial Code, and for some international wires, the Remittance Transfer Rules of Consumer Financial Protection Bureau Regulation E. If Remittance Transfer rules apply to an international wire, you will receive a disclosure to that effect when you initiate the wire.

Wires sent and received will be reflected on your monthly account statement. You agree to report any errors or unauthorized activity within 14 days. If you do not report an error or unauthorized wire within 30 days after we mail you the statement on which it appeared, we will not be responsible for any resulting loss. With respect to international wires, you may have a longer time to report errors or unauthorized activity. You will receive a disclosure of international wire dispute rights that exceeds these time limits, if any, when you initiate an international wire to which extended reporting times apply.

Wire transfer instruction errors may delay the sending or receipt of your wires.

We can refuse to carry out wire instructions if we have reason to believe that following the instructions will cause us a loss.

### **A. Wire Transfers We Receive**

We will carry out the terms specifically as transmitted by the sending financial institution. We have no obligation to correct erroneous spelling or account numbers. We will follow account numbers, not names, in posting incoming wires, unless we have actual

knowledge that the name and account number do not match. If we have actual knowledge that the name and account number do not match, we will return the wire to the sending institution.

We will not be responsible for any direct or consequential claims, damages, losses or liability that you allege occurred due to a failure to post a wire to your account if the failure was due to an error in the name or routing number provided by the sender, or an inconsistency between the name and account number provided by the sender. We are responsible only for our failure to accurately comply with the instructions provided by the sender, and our liability is limited to the amount of the wire. We will not be liable for any alleged consequential damages resulting from our error, such as lost business opportunities or harm to your credit standing.

Unless a specific account is indicated, we will post wired funds to your checking account if you have one, or to your regular share savings account, if you do not have a checking account.

If we receive an erroneous wire to your account, the sending party can reverse the transaction and the amount of the wire will be deducted from your account. We will notify you if this happens, and you agree to immediately restore any resulting negative balance upon our demand. If you do not do so, you agree that our Right of Offset (Section V.O) applies. If we cannot recover the negative balance by exercising our Right of Offset, you agree that our right to recover Collection Costs (Section V.P) applies.

You agree that we are not required to provide notice to you if we receive a wire transfer on your behalf. It is your responsibility to confirm that funds you expect to receive via wire transfer are posted to the appropriate account. You may telephone us, visit any branch, or use STARS or Online Banking to check deposits to your accounts.

## B. Wire Transfers We Send

If you submit an outgoing wire request using our standard written Order, it contains the following provisions, which will also apply to wire transfer requests submitted to us by telephone.

We can process wire transfers from your accounts and will carry out your written instructions. We can select any conventional means for processing your wire transfer. Wire

transfers are subject to the terms of Federal Reserve Regulation J (12 CFR Part 210) including Appendix B thereto (Article 4A of the Uniform Commercial Code), and in the case of international wires may also be subject to the Remittance Transfer Rules contained in Consumer Financial Protection Bureau Regulation E. California law governs SafeAmerica wire transfers. Except for certain types of international wires, wire transfer orders do not apply to funds transfers taking place through the Automated Clearinghouse System.

We will not be liable for damages to you or to any third party as long as we accurately carry out the written instructions we receive in a reasonable manner. You confirm that you understand that there is a risk that wire transfers can be lost, misdelivered or delayed due to circumstances beyond our control, you assume such risk, and you agree that we will have no liability to you or any third party as a result of errors, interruptions or delays in wire transmission except to the extent they arise from our gross negligence or intentional misconduct. We will not be liable to you for errors by other institutions involved in processing your wire request.

We can rely on any information you furnish with respect to the recipient, the receiving financial institution and any correspondent bank. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfers. You understand and agree that if you provide a bank name and identifying number that do not match, or a recipient name and account number that do not match, we and any other entity involved in processing your wire are entitled to rely on the number only and will have no obligation to you or any third party to confirm that the name and number match.

We reserve the right not to complete wire transfer requests that do not contain the following information: Beneficiary's financial institution name and address (including country if outside the United States), beneficiary's name and address, and beneficiary's account number. All wire transfer requests are screened against lists provided to us by the United States Office of Foreign Asset Controls and we will not complete any wire transfer to any prohibited country or individual. If required by law, we may also block funds from attempted wire transfers.

You agree to defend, indemnify and safe us harmless from any costs we incur as a result of carrying out your wire transfer instructions,

including unanticipated costs we incur. Any such costs may be deducted from any SafeAmerica account in which you have an interest.

We may, as an accommodation to you, attempt to assist you in identifying routing numbers, correspondent or intermediary bank numbers or SWIFT Codes, IBAN or BICs for your wire transfer recipients. However, any such assistance is provided as an accommodation to you only. We will not be responsible for any errors.

We will not be liable for indirect, consequential or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that they may occur. Our maximum liability will be the amount of the wire transfer and any interest we are required to pay under applicable laws or regulations or the rules of the funds transfer system used to process your wire.

Outgoing wire transfers will be reflected on your monthly statement. You agree to examine your statement promptly and notify us of any wire transfer errors within 30 days after we mailed you the statement. If you do not notify us within 30 days, we will not be liable for any claims, demands or expenses related to the error. If you have a longer time to report claims related to international wires, you will receive a disclosure to that effect when you initiate the wire.

Unless we tell you otherwise, our cutoff time for wire transfers is 12:30 p.m. Pacific Time. Payment orders, cancellation or amendments received after the cutoff time will be processed during the next business day we are open.

Once a wire has been sent, it generally cannot be amended or canceled. International wires may be subject to cancellation for the time stated in the disclosure you receive when you initiate the wire.

Your wire transfers may be delayed if you give us erroneous information or if you have not kept your contact information that we maintain in our records current.

In sending wire transfers for you, we will follow security procedures. If you make your request in person, we may require photo identification. If you make your request by telephone or fax, we will call you back at your telephone number in our records to confirm the request, and we may also ask you to confirm a telephone request by a signed authorization letter before the wire transfer is performed. If you submit a wire

transfer request via online banking, we will require you to answer certain security questions to verify your identity to reduce the risk unauthorized users will initiate wires out of your account, but you are liable for any wire transfer requests submitted by authorized users of your online banking.

Any person to whom you have given actual, implied or apparent authority to initiate wire transfers out of your account or who gains access with or without your permission to the information necessary to initiate wire transfers out of your account is deemed to have been authorized to initiate the wire and you will be liable for the amount of the wire.

We can refuse to carry out a wire transfer request or change order if we have reason to believe that doing so will cause us a loss.

## **IX. FUNDS AVAILABILITY POLICY**

When you deposit a non-cash item (such as a check) drawn on another financial institution, there is always a delay before the item is presented to the institution on which it is drawn and we receive payment. Therefore we will not always make funds from your deposits available to you immediately. The following summary of our policy is provided to meet federal notice requirements.

If we do impose a “hold” before we make funds from your deposits available to you, the length of the hold is counted in “business days.” Business days are Monday through Friday excluding federal holidays. If you make a deposit in person to one of our employees before close of business on a business day, or to an ATM before 12:00 noon on a business day, we consider that day to be the day of your deposit. If you make your deposit to an ATM after 12:00 noon, or if your deposit is not made in person to one of our employees (for example, you deposit it at remote drop or shared branch), we consider the next day to be the day of your deposit. The day of deposit for a mailed deposit is the business day we receive it.

All credits for deposits are provisional until we receive final payment from the institution on which the item is drawn. Even if we make funds available to you for a deposited item, if the paying institution lawfully returns the item unpaid or lawfully reverses an electronic direct deposit or wire transfer, we can deduct the amount of the deposit from your account balance and you will be liable for any resulting negative balance.

If we choose to accept a check as your agent for collection rather than deposit it, the money will be posted to your account when received by us.

#### A. General Rule

We generally make funds from your deposits available to you for withdrawal on the business day we receive the deposit. Funds from cash deposited in person, checks drawn on us, wire transfers and electronic direct deposits are always available on the business day of deposit.

#### B. ATM Deposits

We do not own or operate deposit-taking ATMs. ATM deposits will be available no more than five business days after the day we receive your deposit unless the deposit falls under either the “Longer Holds May Apply” provision or the “New Accounts” provision.

#### C. Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available on the business day of deposit. If we are going to impose a “hold,” we will notify you in writing when you make your deposit and we will tell you when the funds will be available. If your deposit is not made directly to a Credit Union employee or we decide to impose a hold after you have left the premises, we will mail you the notice by the next business day. A hold may be imposed in the following circumstances:

1. we believe a check you have deposited will not be paid (we will tell you the reason for our belief);
2. you deposit checks totaling more than \$5,525.00 in a single day (the first \$5,525.00 will be available on the business day of your deposit unless one of the other reasons we may impose a hold also applies);
3. you deposit a check that has been returned unpaid;
4. you have overdrawn your account repeatedly in the last six months; or
5. there is an emergency, such as failure of communications or computer equipment.

#### D. New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Cash, wire transfers and electronic deposits are available on the day of deposit.

The first \$5,525.00 from a check drawn on the U.S. Treasury will be available on the business day after the business day of your deposit. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit.

If you make the deposit in person to one of our employees, the first \$5,525.00 from a deposit of (a) U.S. Postal Service money orders, (b) checks drawn on Federal Reserve Banks or Federal Home Loan Banks, (c) checks drawn on state or local governments, (d) cashier's, teller's or certified checks, or (e) traveler's checks, will be available on the business day after the day of your deposit. The amount in excess of \$5,525.00 will be available on the ninth business day of the day of your deposit. However, if the deposit is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the business day of your deposit.

Funds from other check deposits will be available within a reasonable time, generally not exceeding nine business days after the day of your deposit.

#### E. Check Endorsements

Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge on the back of the check. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs we incur due to delays in returning checks deposited to your accounts that don't comply with the endorsement standards.

#### F. Remote Deposit Capture

Funds from checks deposited by remote deposit capture will be available when we receive final payment from the institution on which the check is drawn. Remote deposits are not subject to the availability schedule stated in this section IX.

### **X. ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

#### 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. 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 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 “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 or ATM card or 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 -(800) 972-0999 to find out if an expected EFT debit or credit has occurred.

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.

All EFTs and ---transfers among your Credit Union accounts, including loans, appear on your monthly statements.

### 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.

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. Access to Remote Banking Channels

On joint accounts or accounts with more than one authorized signer, any one owner or signer can establish remote access to the account through STARS Audio Response, or Online Banking including Mobile Banking ("Remote Banking Channels"). All sub-accounts under a core member number for which the service is available will be accessible through the same Remote Banking Channel access device. An access device may be a password or PIN, a user name, or some combination. You should be aware that any person who has the access device for a Remote Banking Channel will be able to access and transact on any sub-account under the core member that can be accessed using that Remote Banking Channel, even if that person is not an owner or signer on all sub-accounts. You can request separate member numbers for different owner, signer and obligor combinations if you wish to restrict access via Remote Banking Channels.

## 9. 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.

## 10. 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.

## 11. 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 Payer

With Online Bill Payer, you can use your personal computer to pay bills from your checking account. Online Bill Payer 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
- 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.

ACH credit entries are provisional until we receive final settlement from the Federal Reserve Bank. You agree that we can reverse any credit on which we do not receive final settlement. 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 reversal of a provisional or erroneous ACH credit entry

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 ATM and 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 ATM or 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 ATM and debit card transactions. Refer to the Fee Schedule.

We cannot stop payment on ATM or 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 by agreement is available to cover all ATM and Debit Card transactions on Checking Accounts. Discretionary overdraft protection is available at our sole discretion to cover ATM 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 overdraft protection by agreement and 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. To reduce the risk of incurring overdraft fees at ATMs, check your available balance before completing the withdrawal.

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 (thirty 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**

Remote Deposit Capture (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 our 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 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 and 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 \$225 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.
1. 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:

(800) 972-0999

Report Lost or Stolen Cards (833) 933-1881

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.







## **TELEPHONE SERVICE CENTER**

### **Toll Free**

(800) 972-0999

### **STARS Telephone Banking**

(800) 851-6789

### **Web Address**

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

### **E-Mail Addresses**

[consumerlending@safeamerica.com](mailto:consumerlending@safeamerica.com)

[realestate@safeamerica.com](mailto:realestate@safeamerica.com)

[onlinebanking@safeamerica.com](mailto:onlinebanking@safeamerica.com)

**YOUR SAVINGS INSURED TO \$500,000 PER ACCOUNT**



**AMERICAN SHARE INSURANCE**

This institution is not federally insured,  
or insured by any state government.