

SafeAmerica Credit Union
Electronic Fund Transfer Agreement and Disclosure
VISA® Debit Card

A. Introduction: Definitions

This Electronic Fund Transfer (EFT) Agreement and Disclosure (“EFT Agreement”) applies specifically to transactions initiated using a VIT”) and agree to the following terms and conditions.

Please also refer to your SafeAmerica Member Account Handbook, Truth in Savings Disclosure (“TIS Disclosure”) and Fee Schedule (“Fee Schedule”), the terms of which are incorporated by reference into this agreement. The Fee Schedule discloses fees for EFTs including Debit Card transactions.

In this EFT Agreement, “you” refers to the member and any joint owner of any SafeAmerica account on which one or more Debit Cards are issued. A “debit transaction” is a transaction that withdraws money from the account accessed, such as a debit card purchase. A “credit transaction” is a transaction that deposits money to the account accessed, such as a check deposit at an Automated Teller Machine (“ATM”). 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 Debit Card transactions.

B. Important Security Information

1. Keep Your PIN, Code and Cards Secure

You can’t use your Debit Card for point-of-sale purchases or ATM transactions without keying in a Personal Identification Number (PIN). Debit Cards may be used for merchant signature transactions. Your unique confidential PIN will be given to you only upon your request. Keeping your PIN secret will help prevent unauthorized persons from taking money out of your Credit Union accounts.

To keep your PIN secret, please follow these simple rules: Memorize the PIN, just as you learn a frequently-called telephone number. Do not write your PIN on your Debit 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.

Call the Credit Union immediately if you believe an unauthorized person may be able to use your PIN and/or Card so we can block its use and issue a new Card. See “How to Contact Us” at the end of this EFT Agreement.

No Credit Union representative will ever ask you for your Debit Card number or PIN. 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 and/or Card

If you ask us to issue a duplicate Card or PIN, or if you give anyone else your Card and/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 and/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 buy clothing from an online retailer, 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 Card. The only way you can stop a person to whom you have given your Card from making further use of the Card is to ask us to cancel the Card.

C. Eligibility

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

D. Right to Receive Documentation

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 Debit Card activity appears on your periodic statements, which you will receive on a monthly basis if you have Debit Card or other SafeAmerica EFT activity or if you have a SafeAmerica checking account; otherwise you will receive quarterly statements.

E. Liability for Unauthorized Use

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. You could potentially lose all the money in your accounts plus any money advanced from a line of credit Overdraft Protection Plan. 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.

F. Error Resolution

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

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 point-of-sale 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 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.

G. 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.

H. Information Disclosure

With respect to EFTs, including Debit Card transactions, 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.

I. 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, available funds from an Overdraft Protection Plan, or credit to complete the transaction;
- an ATM you are using does not have enough cash;
- an ATM or Debit Card 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 Debit Card or PIN 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; 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.

J. 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.

K. Termination

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

L. 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 Debit Card we issue to you is our property. You agree to return it to us upon our request.

You agree that 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.

You agree, jointly and severally if there is more than one owner on the account(s) accessed by the Debit Card, to repay any amount to which you become indebted to us as a result of authorized use of the Debit Card. If you do not pay what you owe us upon our demand, you agree that we can take funds from any SafeAmerica account in which you have an interest, unless prohibited by law or the governing account agreement, to recover all or part of what you owe, without further notice to you and without waiving other rights we have to collect what you owe us. You agree to pay any reasonable collection costs we incur before filing suit. If we take legal action to collect what you owe, you agree to pay our reasonable attorney's fees and costs in addition to any other remedy the court finds proper.

M. Transaction Limits

The use of VISA® Debit Cards the conduct of illegal transactions, including but not limited to illegal online gambling, is strictly prohibited. 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 your Debit Card 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 Debit Card 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 in the "Services" section below.

N. Overdrafts

Non-Checking Accounts: Any attempted Debit Card 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 Debit Card 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, we will decline to pay everyday Debit Card purchase 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. We do not allow ATM cash withdrawals against insufficient funds unless you have an Overdraft Protection 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 your SafeAmerica Member 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.

O. Services

You can use your 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 also use your 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.

P. Transaction Posting

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

Q. Merchant Hold

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.

R. No Liability for Merchant Authorization Failure

If a merchant or ATM is unable to determine your account balance, they may not honor a Debit Card transaction you initiate. We will have no liability to you if this occurs or if a merchant otherwise fails to honor your Debit Card for reasons beyond our control.

S. Debit Card Fees

We may impose fees for some Debit Card transactions. Refer to the Fee Schedule.

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

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.

T. Stopping Payment

We cannot stop payment on Debit Card transactions.

U. Merchant Dispute Rights

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 EFT Agreement. 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.

V. How to Contact Us

By Telephone:
(925) 734-4111
Toll-free in Northern California (800) 972-0999
Report Lost or Stolen Debit Cards After Hours (800) 554-8969
Report Lost or Stolen Visa Credit Cards After Hours (800) 472-3272
By E-mail:
memberservice@safeamerica.com
DO NOT use e-mail for urgent messages such as lost or stolen cards.
By Writing:
SafeAmerica Credit Union
Attn: Member Services
6001 Gibraltar Drive
Pleasanton, CA 94588

WHAT TO TELL US IN CASE OF ERROR OR INQUIRY

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

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