



## Funds Availability Policy

### 1. Your Ability to Withdraw Funds at SAFE Credit Union

Our policy is to delay the availability of your non-cash deposits and the availability of cash deposits not made in person to a SAFE Credit Union (SAFE) employee. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks, ATM or debit card withdrawal or payment transactions, or electronic payment entries (such as preauthorized payments, online bill payments, or payments initiated through third parties such as PayPal<sup>®</sup>, Apple Pay<sup>®</sup> or Google Pay<sup>™</sup>) presented against your account.

If you need funds from your deposit right away, you should ask us when the funds will be available. Based on your relationships with SAFE, you may qualify for immediate access to funds from your deposits. We may consider, at our discretion:

- The frequency and amount of direct deposits to your SAFE accounts
- Your average account balances
- Whether you have a loan or credit card with SAFE
- The activity on your SAFE checking account

We reserve the right to delay availability of your non-cash deposits for the maximum time allowed by law and the rules of the payment systems in which we participate. This policy sets forth our typical hold periods for non-cash deposits.

### 2. Determining the Availability of a Deposit

When we say funds from a deposit will be available a certain number of days from the date of your deposit, the delay is counted in business days. Our business days are every day except Saturdays, Sundays, and federal holidays. If you make a deposit before the stated cutoff time on a business day, we will consider that to be the date of your deposit. If your deposit is received on a non-business day or after our cutoff time on a business day, the next business day will be considered the date of your deposit. The date of deposit will be the business day we receive it in the case of a mailed deposit.

Our cutoff times are as follows:

- Night Depository or Express Deposit Box: 3:00 p.m. Pacific Time
- ATMs: 8:00 p.m. Pacific Time
- In-branch: prior to the posted branch closing hour for the business day (except Saturdays, which are non-business days for purposes of this policy even though some of our branches may be open and accept deposits on Saturdays).

If you make more than one deposit on a single business day, all of your deposits on that date will be added together for purposes of determining funds availability.

### 3. Same-Day Availability

Funds from electronic direct deposits, wire transfers, and cash deposited in person to a SAFE employee will be available for you to withdraw on the business day we receive the deposit, as will the first \$225 of a deposit of "Other Checks" (see section 6 below). Electronic deposits are considered received when we have received *both* information on the account and amount to be credited *and* finally collected funds.

### 4. Next-Day Availability

Funds from the following deposits will be available to you the first business day after the date of your deposit:

- U.S. Treasury checks payable to you
- Checks drawn on SAFE Credit Union and payable to you
- Cash not deposited in person to a SAFE employee (such as at an ATM or in the Night Depository or Express Deposit Box)

If you make the following types of deposits in person to a SAFE employee, funds from the following deposits will also be available on the first business day after the date of your deposit:

- State and local government checks payable to you
- Cashier's, certified and teller's checks payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, payable to you

### 5. Second-Day Availability

If you do not deposit the following items in person to a SAFE employee (for example if you mail the deposit or deposit it in an ATM), funds from the following deposits will be available the second business day after the date of your deposit:

- State and local government checks payable to you
- Cashier's, certified and teller's checks payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, payable to you
- The amount in excess of the first \$225 of other checks (see section 6 below)

### 6. Other Check Deposits

The first \$225 of a deposit of other checks will be available on the business day of deposit. The remaining funds will be available on the second business day after the date of deposit. For example, if you deposit a \$700 check on Monday, the first \$225 will be available Monday and the remaining \$475 will be available Wednesday. If you deposit a total of more than \$5,525 in checks in a single day, the availability of the amount in excess of \$5,525 may be subject to a longer delay. See section 8 below.

### 7. Remote Deposits

We reserve the right to delay availability of funds from remotely deposited items until we receive final payment from the institution on which the items are drawn.

### 8. Longer Delays May Apply

We may delay availability of funds from check deposits for a longer period of time in the following circumstances:

- We have reason to believe the check will not be paid.
- You deposit checks totaling more than \$5,525 in a single day, in which case availability of the amount in excess of \$5,525 may be delayed.
- You deposit a check that has previously been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### 9. Special Rules for New Accounts

If you are a new member of SAFE, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and wire transfers will be available on the business day we receive them. Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the date of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available no later than the ninth business day after the date of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to a SAFE employee, the first \$5,525 will not be available until the second business day after the date of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the date of your deposit.

The following provides general information regarding Automated Clearing House (ACH) and wire transfers.

### **1. Governing Law**

SAFE sends and receives ACH and wire transfers through Fedline. SAFE may accept funds which have been transmitted through wire transfers or one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such funds shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions and wire transfers involving members' accounts. The law governing Fedline transfers is Regulation J under the Code of Federal Regulations and Article 4A of the Uniform Commercial Code. The law governing International Outgoing Wire Transfers (Foreign Remittance Transfers) sent for personal, family, or household purposes is Regulation E – Subpart B of the Code of Federal Regulations.

### **2. Cutoff Time for Wire Transfers**

The cutoff time for receipt and processing of incoming wire transfers is 3:00 p.m. (PST). Incoming wire transfers received after 3:00 p.m. (PST) will be processed the next business day. The cutoff time for receipt and processing of outgoing wire transfers is 1:30 p.m. (PST). Requests received after 1:30 p.m. (PST) will be processed the next business day.

### **3. Identification of Beneficiary**

If you identify the Beneficiary, Receiving Bank, Beneficiary Bank, or Intermediary Bank by name and number, payment of the ACH or wire transfer may be made based on the number alone, even if it identifies a beneficiary or bank different from the one identified by you on the ACH or wire transfer request.

### **4. Hold Harmless Agreement**

To the extent allowable under applicable law, you agree to hold SAFE harmless from any loss which occurs if your instructions are incomplete, ambiguous, or incorrect. We are not required to seek clarification from anyone regarding ambiguous instructions. If we cannot complete a transfer (e.g. because of an ambiguity), we will notify you orally or in writing by the end of the next business day.

### **5. Notice of Receipt and Disbursal of Funds**

Under the NACHA operating rules of which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. We will continue to notify you of the receipt and disbursal of funds in the periodic statements we provide to you.

### **6. Dividends Paid on Funds**

Dividends will be paid according to the dividend rate on the SAFE account to which the funds were directed or deposited.

### **7. Same-Day Availability**

Funds from ACH and wire transfers to your account will be available on the day we receive the deposit.

### **8. Provisional Payment**

Credit given by SAFE to members with respect to an ACH credit entry is provisional until SAFE receives final settlement for the entry through the Federal Reserve Bank. If SAFE does not receive final settlement, members are hereby notified and agree that SAFE is entitled to a refund of the amount credited to members' accounts in connection with the entry. SAFE will reverse the entry and debit the member's account accordingly. Member is liable for the balance and any attorney fees and costs associated with SAFE's attempted collection for any unpaid balance owed.

### **9. International ACH Transactions**

You acknowledge that in the event an International ACH Transaction (IAT) Entry that is transmitted to or from any of your accounts is identified and designated by SAFE's screening criteria for review and examination under OFAC Rules and Regulations (OFAC Rules), then settlement of such an IAT Entry may be delayed or suspended pending SAFE's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that SAFE may be required to place an indefinite hold on funds covered by the IAT Entry if the IAT Entry is required to be terminated under OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, SAFE will provide you such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations. Member is liable for the balance and any attorney fees and costs associated with SAFE's attempted collection of a negative balance in a checking or savings account.

### **10. Illegal Activity**

Incoming and outgoing ACH and wire transfer service cannot be used in any illegal manner, and/or for any illegal purpose, including, but not limited to illegal internet gambling.