



# Online Money Movement Agreement

## 1. Introduction

**Welcome to SAFE Credit Union!** – The next generation of on-line personal finance management. With our fully interactive on-line money movement service (the "**Online Money Movement Service**" or the "**Service**"), you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution – referred to in this agreement as "**Accounts**" – assuming, of course, that the transfer is permitted by your financial institution and by law.

This Online Money Movement Service Agreement is referred throughout as the "**Agreement.**" Any reference to "**SAFE Credit Union**" or "**SAFE**" in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of SAFE Credit Union. As used in this Agreement, the words "you" and "your" refer to you as the user of the Service; the words "we," "us," "our," and any other variation thereof refer to SAFE Credit Union.

## 2. Description of Services

Online Money Movement Service consists of two types of funds transfers:

- **Transfer Between My Accounts** – Transfer money between accounts you have with SAFE and accounts you have at other financial institutions.
- **Pay Other People (Popmoney®)** – Send money to virtually anyone using an email address, mobile number, or bank account information.

## 3. Fees

Transfer Between My Accounts – Funds Transfer

| Into SAFE<br>(3 day) | Out of SAFE<br>(3 day) | Into SAFE<br>(Next Day) | Out to SAFE<br>(Next Day*) |
|----------------------|------------------------|-------------------------|----------------------------|
| \$0.00               | \$0.00                 | \$5.00                  | \$5.00                     |

Pay Other People – Popmoney

| Out of SAFE<br>(3 day) | Out of SAFE<br>(Next Day*) |
|------------------------|----------------------------|
| \$0.00                 | \$2.50                     |

\*Next day transfers out of SAFE require an available balance of \$500.00 before and after the transfer. Standard transfers require only the sufficient balance to cover the outbound transfer.

#### 4. Transfer Limits

The limits below apply to all your transactions in the Online Money Movement Service.

|                                |   |             |
|--------------------------------|---|-------------|
| Daily Inbound Transfer Limits  | = | \$2,000.00  |
| Daily Outbound Transfer Limits | = | \$5,000.00  |
| Overall Daily Limit            | = | \$20,000.00 |
| Overall Monthly Limit          | = | \$45,000.00 |

#### 5. Popmoney

Your SAFE account will be debited at the time you schedule your payment, not when the payment is collected by the recipient.

The recipient has 30 days to collect the payment. If payment is not collected by the recipient, payment will be returned to sender after 30 days.

Popmoney payments are available for cancellation 48 hours after midnight of the transaction request day. Next Day payments cannot be cancelled.

**Note:** Some Spam Blocker programs may affect the ability of the recipient to receive Popmoney payment notifications.

#### 6. No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement is terminated/cancelled for any reason.

The following types of payments are prohibited through the Service, and SAFE has the right but not the obligation to monitor for, block, cancel, and/or reverse the following payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territories outside of the United States); and
- b. Payments that violate any law, statute, ordinance, or regulation; and
- c. Payments that violate the Acceptance of Terms in section 8 below; and
- d. Payments related to illegal gambling or gaming.

#### 7. Payment Cancellation and Stop Payment Requests

Sender may cancel the initiation of a Payment instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. SAFE will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction; however, SAFE will have no liability for failing to do so. We may

also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled (30) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

## **8. Acceptance of Terms**

This Agreement sets out the terms and conditions (the "**Terms**") on which our service provider and SAFE Credit Union will provide, and you may use the Service of a legally binding agreement between you and SAFE Credit Union. To use the Online Money Movement Service you must be at least eighteen (18) years old and be a resident of the United States. Once you agree to the Terms & Conditions, you will complete an application to receive the Online Money Movement Service, and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by our service provider and/or SAFE Credit Union based on specific criteria. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. SAFE Credit Union reserves the right to change the Terms under which the Service is offered at our sole discretion at any time; however, SAFE Credit Union will notify you of any material change to the Terms by presenting a notice within Online Banking; however, SAFE reserves the right to notify you by e-mail or by conventional mail, at our discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download, and print the most current version of this Agreement at any time by clicking on "Terms of Service located under "Move Money," Transfer Between My Accounts," or by visiting the Rates & Disclosures page on [safecu.org](http://safecu.org). If you do not agree to the changes, or if at any time you wish to discontinue use of the Service, you can unsubscribe by clicking on "Unsubscribe" from "Settings," "Edit Your Profile" located in the "Move Money," "Transfer Between My Accounts" section of Online Banking, or by sending SAFE an e-mail to [onlinesupport@safecu.org](mailto:onlinesupport@safecu.org) or, if you prefer, by sending a letter to SAFE at 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765. Once your Online Money Movement Service has been cancelled with SAFE, you will have no further right or access to the Service.

## **9. Information Authorization**

Once you agree to the Terms of the Online Money Movement Agreement, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. SAFE Credit Union and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("**FCRA**") and other applicable law. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by clicking on "**Your Rights Under FCRA.**"

In addition to obtaining a consumer report, SAFE Credit Union and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Online Money Movement Service we may verify your Accounts you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or greater amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with the test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

## **10. User Content**

Subject to SAFE's Privacy Policy, you agree that SAFE may use, copy, modify, display, and distribute any information, data, materials or other content (the "**Content**") you provide to SAFE for the purpose of providing the Service, and you hereby give SAFE a license to do so. By submitting Content, you represent that you have the right to license such Content to SAFE for the purposes set forth in this Agreement.

## **11. Accounts**

You understand that in order to complete funds transfers, it is necessary for SAFE and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the funds transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing is true, current, correct, and complete. You hereby authorize and permit SAFE and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to SAFE and our service provider a limited power of attorney and appoint SAFE and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once SAFE and/or our service provider have actual knowledge that you wish to cease using the Online Money Movement Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by SAFE and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of SAFE and your use of the Online Money Movement Service. SAFE will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption, or discontinuance of any Account by such provider.

Not all types of accounts are eligible for funds transfers. Check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred

from funds transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

YOU ACKNOWLEDGE AND AGREE THAT WHEN SAFE CREDIT UNION AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, SAFE CREDIT UNION AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENTS, AND NOT AS THE AGENTS OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT SAFE CREDIT UNION, OUR AFFILIATES, SERVICE PROVIDERS, AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY, AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT SAFE AND OUR SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

## 12. Password

To enable you, and only you, to use the Service, you will be asked to choose a password when you register and are accepted as a customer of the Service. This password is stored in encrypted form by us. You are responsible for maintaining the confidentiality of your SAFE account number and password. No one at SAFE has access to your Accounts passwords or user ID's. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON. No one at SAFE will know or need to know your password, and SAFE employees will never ask for your password.

If you wish to make a transfer to an Account of another person, you will be asked to provide a separate code word or phrase (the "**Shared Secret**") that is known only to you and to the person to whom you are transferring the funds (the "**Recipient**"). We recommend that you do not use commonly used words, phrases or dates. In order to complete the transfer, the Recipient must provide the Shared Secret and certain other identifying information. YOU AGREE THAT YOU WILL NOT GIVE THE SHARED SECRET TO ANYONE EXCEPT THE RECIPIENT FOR ANY REASON. YOU FURTHER AGREE THAT YOU WILL INSTRUCT THE RECIPIENT NOT TO GIVE THE SHARED SECRET TO ANYONE ELSE FOR ANY REASON.

## 13. Business Days

The Service will process requests for transfers on business days. Our business days are Monday through Friday, excluding federal holidays.

## 14. Electronic Communications

**A. General Consent – Categories of Records.** The Online Money Movement Service is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications, or supplements.

- Your records of funds transfers and other transactions through the Service, including, without limitation, confirmations of individual transactions.
- Any initial, periodic, or other disclosures or notices provided in connection with the Service, including, without limitation, those required by federal or state law.
- Any customer service communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although SAFE reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

**B. How to Withdraw Consent.** If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

**C. How to Update Your Records.** You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Profile page.

**D. Delivery of Electronic Communications.** Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when SAFE sends it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after SAFE posts the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by SAFE's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

**E. Hardware and Software Requirements.** In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system, and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software.

## 15. Privacy Policy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Online Money Movement Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for SAFE.

We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

- To process your transactions or maintain your accounts.
- To respond to court orders and legal investigations.
- To report to credit bureaus.
- To offer our products and services to you.
- If you give us written permission.

You can view a full description of our security policy by clicking on "Security Policy." You can view a full description of our privacy policy by visiting the Rates & Disclosures page on safecu.org and clicking on "Privacy Policy."

## **16. Contact in the Event of Unauthorized Transfer**

If you believe your password or Shared Secret has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call: **(916) 979-7233** or **(800) SEE-SAFE**, e-mail: [onlinesupport@safecu.org](mailto:onlinesupport@safecu.org), or write: SAFE Credit Union, Online Sales & Support, 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765.

## **17. Consumer Liability**

You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab. If your statement shows transfers that you did not make, notify us AT ONCE. If you do not tell us within 60 days after the transfer was posted to your statement, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **18. Types of Transfers**

You may use your SAFE password to transfer funds between any two of your Accounts about which you have provided the necessary information to SAFE. Transfers can be between Accounts within the same financial institution or at an unrelated financial institution (although transfers between Accounts at the same institution may be effected more quickly by contacting the institution directly). You may also use the Service to transfer funds from one of your Accounts to an account of a Recipient. Specific instructions for transferring funds to an account of a Recipient are available by clicking on "Pay Other People."

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.

## **19. Frequency of Transfers**

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

## **20. Dollar Amount of Transfers**

You may not make funds transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see “**Suspension and Reinstatement of Online Money Movement Service**” below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

## **21. Transfers Subject to Rules of Accounts**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

## **22. Rejection of Transfers**

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

## **23. Authorization**

You authorize us to select any means to execute your funds transfer instructions. You understand that to effect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your or the Recipients Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.



You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. SAFE will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize SAFE to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "**Documentation**," below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

#### **24. Suspension and Reinstatement of Online Money Movement Service**

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for SAFE to take in order to protect the credit union from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**," below). SAFE reserves the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, SAFE reserves the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, SAFE in our sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**" above).

#### **25. Documentation**

You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab. If a funds transfer cannot be completed, SAFE and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

#### **26. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand

that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, SAFE reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## 27. Error Reporting and Claims

In case of errors or questions about your funds transfers, e-mail us at [onlinesupport@safecu.org](mailto:onlinesupport@safecu.org), telephone us at **(916) 979-7233** or **(800) SEE-SAFE**, or write to us at:

SAFE Credit Union  
2295 Iron Point Road, Suite 100  
Folsom CA 95630-8765

as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

Include the following information in your letter:

- a. Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

**If you tell us verbally, SAFE requires that you send us your complaint or questions in writing within 10 business days.** We will tell you the results of our investigation within 10 business days (5 business days after receipt of written complaint for fraudulent Visa Debit Card signature-based point-of-sale (POS) transactions and 20 business days for a new account open less than 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days in the case of a transfer resulting from a POS debit card transaction, or a new account open less than 30 days) to investigate your complaint or question. If we decide to do this, we will provisionally recredit your account within 10 business days for the amount you think is in error (5 business days for fraudulent debit card Visa POS transactions and 20 business days for a new account open less than 30 days), so that you will have the use of the money during the time it takes us to complete our investigation. **Your complaint or question must be in writing and if we do not receive it within 10 days, we will not recredit your account.**

If we determine after our investigation that an error did not occur, we will send you a written explanation within 3 business days after we finish our investigation, and we will debit your account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation.

## 28. Proprietary Rights

You acknowledge and agree that SAFE and/or our service provider own all rights in and to the Online Money Movement Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile SAFE's and/or our service provider's Online Money Movement Service or any of SAFE's and/or our service provider's services or technology.

## **29. Service Changes and Discontinuation**

We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user, or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of SAFE and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Online Money Movement Service.

You may terminate your Online Money Movement Service with SAFE at any time by clicking "Unsubscribe" from "Settings," "Edit Your Profile" located in the "Move Money," "Transfer Between My Accounts" section of Online Banking, by sending SAFE an e-mail to [onlinesupport@safecu.org](mailto:onlinesupport@safecu.org), or by sending a letter to SAFE at 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765. Once your account with SAFE has terminated for any reason, you will have no further right or access to use the Online Money Movement Service, and SAFE will not access your Accounts thereafter for any reason.

## **30. Links to Third Party Sites**

The SAFE Credit Union website may contain links to other websites ("**Linked Sites**"). Such links are provided solely as a convenience to you. SAFE does not screen, approve, review, or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that SAFE, our affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

## **31. Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

## **32. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge/debit your accounts based solely on these communications.

## **33. Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

### **34. Joint Account Holder**

In submitting your application for the Online Money Movement Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holders notify us that (i) they never consented to your use of our Online Money Movement Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

### **35. Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks, and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as Clearing House Interbank Payment System (CHIPS) or the National Automated Clearing House Association (NACHA). We shall make all reasonable efforts to ensure your transfer requests are processed on time; however, our service provider reserves the right to hold funds beyond the normal period and if any dividends are earned will be the property of SAFE Credit Union.

### **36. Our Liability**

If we do not provide funds transfer instructions on time, if we cause an incorrect amount to be removed from an Account, or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instructions, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended Recipient's account. SAFE is not responsible or liable if your or the Recipient's financial institution's system fails, and we are unable to complete the transfer. Except as otherwise required by law, SAFE shall in no other event be liable for any losses or damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of SAFE hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if SAFE does not permit the transfer or the funds transfer would exceed the balance in the account or the credit limit on any applicable overdraft line, or the transfer would exceed the limit of six withdrawals/transfers from a savings account per Regulation D.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the SAFE Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

### **37. Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR ONLINE MONEY MOVEMENT SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE MONEY MOVEMENT SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED

THROUGH THE USE OF THE ONLINE MONEY MOVEMENT SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SAFE CREDIT UNION WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE ONLINE MONEY MOVEMENT SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE MONEY MOVEMENT SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ONLINE MONEY MOVEMENT SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing notwithstanding, we will use commercially reasonable efforts to post your transaction/instruction properly to the account and comply with these Terms and Conditions. If we do not complete a transfer to or from your account, on time or in the correct amount according to our agreement with you, we will be liable for your related losses or damages. However, we shall incur no liability if we are unable to complete a transaction/instruction initiated by you due to one or more of the following circumstances:

- Your error.
- Your failure to comply with these Terms and Conditions or the underlying account agreement and disclosure.
- If the equipment or software was not working properly and you knew about the malfunction when you started the transaction.
- You have not provided complete or correct information.
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Other exceptions stated in our agreement with you.

### **38. Indemnification**

You agree to indemnify, defend, and hold harmless SAFE Credit Union, our affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney fees) arising from your use of the Online Money Movement Service, our reliance on the information, instructions, license, and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your SAFE account, of any intellectual property, or other right of any person or entity.

### **39. Recipient**

In the event that you are an intended Recipient, another customer (the "**Transferor**") has instructed us to transfer funds (the "**Funds**") to an account you designate at your bank or other financial institution (the "**Account**"). In addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the Funds to your Account. In order for us to complete the transfer, you will be prompted to provide us with the following information (the "**Information**"):

1. Your full name;
2. Your current residential address;
3. The name of your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your Account;
4. The Account number; and
5. A secret word or phrase known only to you and the transferor.

We will utilize the Automated Clearing House (ACH) system to send the Funds to your Account. We will act on the information provided by you in completing ACH credit instructions to your Account. If, for any reason, your financial institution returns the ACH credit or the credit goes to the wrong financial institution or Account because you have provided us with incorrect information, we may, in our sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor.

To enable you, and only you, to receive the Funds, the Transferor has given you the Shared Secret. If you have not received the Shared Secret, please contact the Transferor directly. The Shared Secret is stored in encrypted form by us. No one at SAFE has access to the Shared Secret. No one at SAFE will know or need to know the Shared Secret, and SAFE employees will never ask for the Shared Secret. YOU AGREE THAT YOU WILL NOT GIVE THE SHARED SECRET TO ANYONE FOR ANY REASON. You agree that we shall not be liable for any losses that may result if you disclose the Shared Secret to another person.

You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. Without limiting the foregoing, we will reject any transfer if you do not enter the Shared Secret correctly after three (3) attempts. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

### **40. No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by a SAFE Credit Union officer. No delay or omission on the part of us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **41. Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Online Money Movement Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. SAFE's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of SAFE's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other Online Money Movement Agreements or understandings, whether written or verbal, regarding the Online Money Movement Service. This Agreement may be amended, or any of SAFE's rights waived, only if SAFE agrees in writing to such changes, or you continue using the Online Money Movement Service following receipt of notice of any changes proposed by SAFE Credit Union. All notices to you shall be in writing and shall be made either via e-mail, conventional mail, or messages delivered through Online Banking or the Online Money Movement Service, at SAFE's discretion. All notices to SAFE must be made in writing and sent to SAFE Credit Union at 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765, via registered or certified mail. This Agreement is personal to you and is not transferrable.

#### **42. Enforcement**

**You agree to be liable to SAFE Credit Union for any liability, loss, or expense, as provided in this Agreement, SAFE Credit Union incurs as a result of any dispute involving your accounts or services. You authorize SAFE Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws or provisions or your actual state or country of residence. If, for any reason, a court or arbitrator of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court or arbitrator, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.**

#### **43. Mandatory Arbitration**

**Any claim, dispute, or controversy ("Claim") arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and**

**enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply.**

#### **44. Class Action Waiver**

**Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

#### **45. Entire Agreement**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

This Agreement shall take effect immediately upon the acceptance of your application for the Online Money Movement Service by SAFE Credit Union and our service provider.