



Account-to-Account Money Transfer Service Enrollment Agreement and EFT Disclosure

A. Consent to Electronic Signature and Document Delivery

1. General Consent

1.1 General Definitions. The following terms apply:

- “Agreement” means this Account-to-Account Money Transfer Service Enrollment Agreement and Electronic Funds Transfer (EFT) Disclosure.
- “Service” means the Account-to-Account Money Transfer Service offered by SAFE Credit Union.
- “SAFE,” “we,” “us,” and “our” mean SAFE Credit Union and any of our directors, officers, employees, contractors, service providers, agents, or licensees.
- “You,” “your,” and “user” mean the person who enrolls in the Service.

1.2 Electronic Enrollment and Agreement. The Service is an electronic, Internet-based service. To use the Service, you must enroll and consent to this Agreement electronically. By enrolling, you confirm your intent to sign this Agreement electronically and you agree that the following documents (“Communications”) will be delivered to you solely by electronic means unless otherwise required by law:

- This Agreement and any amendments to it.
- Records of funds transfers and other any other transactions made available through the Service, including but not limited to transaction confirmations.
- Any other Communications related to the Service including, but not limited to, unauthorized use or other error claims and related Communications.

Consistent with the law, you have the right to request paper copies of documents. SAFE reserves the right to provide Communications in paper format at any time.

1.3 How to Update Your Records. You agree to promptly update your registration record if your email address or other information changes. You may update your records, such as your email address, by using the My Settings page within SAFE Online Banking or the SAFE Mobile App.

1.4 Delivery of Electronic Communications. When required by law, communications about the Service will be delivered to you electronically. If sent electronically, communications are deemed received by you when sent. Other communications about the Service may be delivered by posting on the Service website www.safecu.org. If the Communication is posted on the Service website, then it will be deemed to have been received by you the next time you log into the Service.

1.5 Hardware and Software Requirements. You understand it is your responsibility to maintain the proper equipment, software, and Internet service that will enable you to use the Service and to view, save, and print electronic documents and disclosures. Visit www.safecu.org/systemreq to view current system requirements. Minimum requirements are subject to change.

1.6 Termination/Changes. We may discontinue the provision of information electronically or terminate or change the terms and conditions under which we provide information electronically. We will provide you with notice of any such termination or change as required by law.

B. Account to Account Money Transfer Service Agreement

1. Definitions

- “Account” is an account maintained by you at SAFE or another financial institution.
- “ACH Network” means the automated clearinghouse funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- “Business Day” is Monday through Friday, except federal holidays.
- “Eligible Transaction Account” is a U.S. transaction account from which a transfer will be debited (withdrawn) or a U.S. transaction account to which a transfer will be credited.
- “Transfer” means a funds transfer conducted through the Service.

- “Account-to-Account Money Transfer Service” or “Service” means the Account-to-Account Money Transfer Service offered by SAFE Credit Union.

2. Introduction. The Account-to-Account Money Transfer Service enables you to transfer money between SAFE accounts and accounts you own at other institutions such as banks and brokerages (“External Institution”). You may use the Service to transfer funds between any SAFE account you own and any account you own at an External Institution as long as the account is not subject to transaction restrictions. Accounts that may be subject to transaction restrictions include, for example, IRAs and certificates. You must have your SAFE account number, the routing number of the External Institution, and the number of your account at the External Institution to initiate a transfer using the Service. You can set up one-time or recurring transfers.

3. Transfer Limits

Maximum Inbound Transfer Amount = \$2,000.00
 Maximum Inbound Transfers per Day = \$2,000.00
 Maximum Inbound Transfers per 30-day period = \$5,000.00

Maximum Outbound Transfer Amount = \$5,000.00
 Maximum Outbound Transfers per Day = \$5,000.00
 Maximum Outbound Transfers per 30-day period = \$5,000.00

4. Fees

Into SAFE (3-day)	Out of SAFE (3-day)	Into SAFE (Next Day)	Out of SAFE (Next Day*)
\$0.00	\$0.00	\$5.00	\$5.00

*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.

5. Your Responsibility. You are responsible for risks associated with the Service, including the risk that your SAFE or External Institution account will not have sufficient funds when the transfer is initiated or scheduled. You are solely responsible for the accuracy of the instructions you submit via the Service including the accuracy of your account and routing numbers.

6. Credit Union Obligations

6.1 Our Responsibility for Accurately Following Your Instructions. We will have no liability to you in connection with the Service unless we fail to accurately follow your instructions. If we do assume responsibility for our error, our maximum liability will be limited to the amount of the transfer. We will not be responsible for any indirect, consequential, or punitive damages such as alleged lost business opportunities or harm to your credit standing even if we are advised that the possibility of such damages exists. You agree that no third party, including but not limited to our service providers or suppliers, will have any liability to you as a result of your use of the Service.

6.2 Limits on Our Responsibility for Following Your Instructions. SAFE will have no liability for any loss, damage, cost, or expense arising out of this Agreement or the Service for any error or delay in performing a transfer or for not completing a transfer if:

- Systems necessary to process the transfer are unavailable due to routine maintenance, emergency conditions, or other circumstances beyond our reasonable control;
- The account from which you initiated the transfer does not have available funds or overdraft protection when the transfer is initiated or scheduled;
- We reasonably believe processing the transfer could cause us a loss;
- We reasonably believe there has been a breach of the Service security procedures;
- We reasonably believe the transfer is for illegal or fraudulent purposes;

- vi. We reasonably believe the transfer is prohibited by federal law or regulation; or
- vii. The amount of the transfer exceeds the limits set forth in this Agreement or any limits imposed on us by any governmental or regulatory body.

We will not be liable to you for any of the following, unless liability or loss is a result of our breach of this Agreement or gross negligence or willful misconduct:

- i. Any consequences of our accurately following your instructions;
- ii. Acts of any person to whom you have made your access credentials available;
- iii. The acts or omissions of any third party other than persons to whom we have delegated the performance of our obligations under this Agreement;
- iv. Your or any other party's lack of access to the Internet or inability to transmit or receive data;
- v. Failures or errors on the part of Internet service providers, telecommunications providers, or any other third party's own systems;
- vi. A claim of infringement, if, but for your combination or use of the Service with any software or hardware not provided by us, the liability for infringement would not have arisen; or
- vii. A claim of infringement if, but for your use of the Service in any way not authorized by this Agreement, the claim of infringement would not have arisen.

6.3 Data Access and Security. We will transmit or otherwise make available data under our control as needed to provide the Service and act on permissible instructions received from the User. We will exercise reasonable care to preserve the confidentiality of User access credentials and prevent the use of the Service by unauthorized persons. ***You are responsible for all transfers initiated by you or persons to whom you make available the credentials you use to access the Service.***

6.4 Service Availability. The Service will generally be available 24 hours a day, 7 days a week but may be unavailable while undergoing routine maintenance or upgrades or due to conditions beyond our control.

6.5 Transaction Documentation. You will receive transfer confirmations electronically and be able to view Service transfer activity via SAFE Online Banking and the SAFE Mobile App, and your periodic account statements will reflect transfer activity.

7. Disclaimer of Warranty

YOU ACKNOWLEDGE THAT SAFE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAFE'S RESPONSIBILITY IS LIMITED TO ACCURATELY FOLLOWING TRANSFER INSTRUCTIONS SUBMITTED BY THE USER, PROVIDED THE TRANSFER IS PERMITTED UNDER APPLICABLE LAW AND THE TERMS OF THE ACCOUNTS OF THE USER AT SAFE AND THE EXTERNAL INSTITUTION. SAFE MAKES NO OTHER WARRANTY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE SERVICE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAFE DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS AND ASSUME ALL RISKS RELATING TO THE FOREGOING.

8. Your Duty to Report Errors. You agree to report to SAFE any errors, omissions, interruptions in, or delay or unavailability of the Services as promptly as practicable, and in any event within one business day after the earliest discovery thereof, or the date discovery should have occurred through the exercise of reasonable care. In the case of any unauthorized transfer or other error, you must notify SAFE (a) within two days of your discovery of the unauthorized transfer or other error, or (b) within 60 days after the date the FIRST periodic statement reflecting the unauthorized transfer or other error was mailed or electronically delivered to you.

- 9. Your Liability for Unauthorized Transfers.** The following terms apply to transfers on SAFE accounts maintained for personal, family, or household purposes: If you notify SAFE of an unauthorized transfer within two business days after you discover it, your maximum liability will be \$50. If you do not report an unauthorized transfer within two business days after you discover it and we can prove that we could have stopped the unauthorized transfer if you had notified us on time, you may be liable for up to \$500. If you fail to notify us of an unauthorized transfer within 60 days after we mailed or electronically delivered the FIRST periodic statement on which it appeared, you may be liable for the full amount of any unauthorized transfers that occur after the 60-day period. If a good reason such as a long trip or hospital stay delayed your reporting, we may extend these time periods. On business or organizational accounts, we will be responsible for unauthorized transfers only if they result from our negligence or intentional misconduct.
- 10. Force Majeure.** We will not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control.
- 11. Termination.** Either you or SAFE may terminate this Agreement and the Service without prior notice. This Agreement will remain effective as to any transfer pending or completed prior to the termination. Upon termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. You can terminate the Service within SAFE Online Banking or the SAFE Mobile App or by contacting us at any time. Call us at **(916) 979-7233** or **(800) SEE-SAFE**, write to us at SAFE Credit Union, 2295 Iron Point Road, Suite 100, Folsom, CA 95630-8765, or use Live Chat at www.safecu.org. We will terminate your use of the Service within 10 business days after we receive your request. We reserve the right to terminate this Agreement or limit your use of the Service any time and for any lawful reason at our discretion. Examples of when we may cancel this Agreement and the use of the Service without prior notice include, but are not limited to:
- i. You breach this or any other agreement we have with you;
 - ii. We reasonably believe that there has been or may be an unauthorized use of your access credentials;
 - iii. There are conflicting claims as to the funds in any of your SAFE accounts;
 - iv. You do not use the Service for 90 or more consecutive days;
 - v. We deem it necessary to protect the Service or SAFE from harm or compromise of integrity, security, reputation, or operation; or
 - vi. You have insufficient funds in any of your SAFE accounts.
- Termination will not affect your liability or obligations under this Agreement for transactions that have already been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Service and will not terminate your other relationships with us. In addition, you agree that you will keep your accounts at SAFE open for a period of time we determine in our reasonable discretion to ensure final payment of all pending transfers and associated fees.
- 12. Enforcement.** To the extent allowed by law, this Agreement shall be governed by and construed under applicable federal law and the laws of the State of California. You agree to pay our reasonable costs of collecting any amount by which you become indebted to us as a result of your use of the Service, including but not limited to attorneys' fees, costs of suit, enforcement of judgment, preserving our rights if you become a bankruptcy debtor, and costs of appeal. If any provision of this Agreement is found unenforceable by a tribunal of competent jurisdiction, it will be deemed amended, if possible, to give effect to its clear intent, or if such amendment is not feasible, the offending provision will be deemed omitted and the remaining provisions will continue in effect.
- 13. Maintaining the Security of Access Credentials.** You agree to take appropriate steps to ensure that all User IDs, Passwords, Authentication Methods, and any other applicable security procedure

issued to you or your agents, representatives, employees, or officers are protected and kept confidential.

- 14. Contact in Event of Unauthorized Access.** If you believe that your User ID, Password, or Authentication Method has been lost or stolen, or that someone has accessed the Service without your permission, call us at **(916) 979-7233** or **(800) SEE-SAFE**.

15. License and Intellectual Property

License: We, subject to the terms and conditions of this Agreement, hereby grant you a non-exclusive, non-transferable license to use the Service for processing Account-to-Account transfers for personal, family, or household use or, in the case of business or organizational accounts, in connection with your own business operations, in accordance with this Agreement. You acknowledge and agree that all right, title, and interest in and to the Service together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Service:

- i. Are owned exclusively by SAFE and our licensors;
- ii. Represent or contain valuable rights of SAFE and our licensors; and
- iii. Are protected under U.S. patent, copyright, trademark, and trade secret laws of general applicability.

No other license or interest in Service, either expressed or implied, is granted under this Agreement other than the license set forth in this Agreement. In addition, you agree not to at any time either directly or indirectly:

- i. Put to issue the scope, validity or ownership of our or our licensors' intellectual property rights in the Service;
- ii. Perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights;
- iii. Assert any ownership rights to the Service; or
- iv. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in the Service.

- 16. Prohibited Transfers.** You agree not to use the Service to make transfers that violate applicable law or are associated with illegal activity. We have the right but not the obligation to monitor for, block, cancel, and/or prohibit illegal transfers or transfers associated with illegal activity. Neither we nor any of our service providers or suppliers will have any liability to you or any third party as a result of your initiating or attempting to initiate prohibited payments using the Service. You are responsible for all authorized use of the Service.

- 17. Terms of SAFE Handbook Also Apply.** All terms of the current SAFE Member Handbook and Account Agreements and Disclosures applicable to accounts you access using the Service apply to your use of the Service. Click [here](#) to obtain a copy of the current SAFE Member Handbook.

Electronic Signature

By clicking "Enroll," I confirm my intent to electronically sign this Agreement and enroll in the Service. I agree that my electronic signature will have the same legal effect as my physical signature. I authorize the Credit Union to deliver all Communications regarding the Service to me electronically.