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# Member Handbook

## Account Agreements and Disclosures

Share accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency. Retirement accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency.

We do business in accordance with the federal fair housing laws, including the Equal Credit Opportunity Act. SAFE is an Equal Housing Opportunity Lender.

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## INTRODUCTION

This Member Handbook ("Handbook") is the agreement governing your membership in SAFE Credit Union ("SAFE," "Credit Union," "we," or "us") and accounts you open and maintain with us. It is supplemented by your applications for Membership and Accounts, the most recent version of SAFE's Fee Schedule and, for consumer, family, and household accounts, the most recent version of the applicable SAFE Truth in Savings Disclosure. Refer to the sections of this Handbook governing membership and the types of SAFE accounts and services you have. SAFE loans are subject to separate written agreements and disclosures. Keep this Handbook as well as copies of other account-opening documents you receive with your permanent documents. Your periodic statements will let you know the status of your SAFE accounts.

## TERMINOLOGY

The definitions here will help you understand this Handbook and transactions on your SAFE accounts and loans. "Member" refers to a person who completes and signs a Membership Application in that capacity, satisfies membership requirements and is approved by SAFE for membership. "Consumer Membership" and "Consumer Account" mean membership and account(s) maintained for personal, family, or household purposes. "Business Membership" and "Business Account" mean membership and account(s) maintained for any non-consumer purpose, including commercial and organizational memberships and accounts, regardless of entity type or tax status. "Joint Owner" refers to a person, if any, who completes a Consumer Account Application in that capacity. "Agent" refers to a person authorized to manage the Credit Union accounts and loans of a member or Joint Owner by virtue of being authorized to do so on a Business Account application, a power of attorney, conservatorship order, trust agreement or similar document, or by court order. "Owner" refers to any owner of an account, whether the

member or a Joint Owner. "Obligor" refers to any person obligated to pay a Credit Union loan or other debt owed to the Credit Union, such as a negative account balance, whether they are designated as a member, Joint Owner, borrower or non-borrowing co-signer or guarantor. "You" may, as the context indicates, refer to any member, Joint Owner, Agent, or Obligor. "Authorized Person" means any Owner, Agent, Obligor or other person who has been identified to SAFE in person or by an authenticated, legally sufficient writing as authorized to conduct activity on your accounts or loans. "Authorized User" means any person to whom you have given permission to use your accounts or devices that access your accounts, whether or not you notify SAFE of their permission. Unless the context indicates otherwise, "party" means any Owner, Obligor, or Agent associated with a SAFE account, loan, or other service. "Board" refers to SAFE's Board of Directors. "SAFE" includes SAFE Credit Union and our officers, directors, agents, and employees. "Bylaws" refers to SAFE's current Bylaws (available for review at SAFE's main office; see "HOW TO CONTACT US" at the end of this Handbook). "Debit" means a transaction that withdraws funds from a Credit Union account. "Credit" means a transaction that deposits funds to a Credit Union account or posts a payment to a Credit Union loan. "New Account" refers to accounts of a person or entity that has been a member of the Credit Union for fewer than 30 days. "EFT" refers to electronic funds transfers. For Consumer Accounts, EFTs are governed by the federal Electronic Funds Transfer Act and Consumer Financial Protection Bureau's Regulation E. "ACH" means Automated Clearing House and refers to both the national ACH system for processing electronic payments and an EFT processed through the ACH system. The term "share account" includes any account at SAFE, including Savings, Checking, Money Market, Certificate, and other accounts we may offer from time to time. We may refer to our share savings accounts as "Savings Accounts," our share draft accounts as "Checking Accounts," our money market share accounts as "Money Market Accounts," and our term share certificate accounts as "Certificates" in this Handbook and other SAFE documents you may receive.

## GENERAL TERMS OF MEMBERSHIP

### Your Consent to This Handbook

Your physical or electronic signature (including click-accept) on a paper or electronic version of a SAFE Consumer Membership Application and/or Consumer Account Application and/or Fiduciary Account Application and/or Business Membership Application and/or Business Account Application constitutes your agreement that your membership and accounts and any other SAFE services to which you are party will be subject to the terms of this Handbook and other agreements and disclosures you receive governing your SAFE services. You will consent to the specific terms of SAFE loan products by signing applications or credit agreements governing those products. The singular implies the plural if more than one person signs the Application. Any person who becomes an Agent but not an Owner or Obligor on a SAFE account or loan agrees to comply with all non-payment obligations contained in the agreement(s) governing the related account(s) or loan(s). You are responsible for ensuring that anyone who is a party to any SAFE account or loan of yours is made aware of the terms of the agreement(s) and disclosures(s) governing that account or loan and agrees to be bound by the terms.

### Agreement to Arbitrate Disputes on an Individual Basis

***Please read this arbitration agreement carefully. Any dispute related to your SAFE accounts or loans (except disputes subject to small claims court jurisdiction or disputes from which consumers are exempt from arbitration under applicable law) must be resolved by binding arbitration. You give up your right to go to court and assert your rights or defenses before a jury or court judge. You also give up your right to assert claims on a class or representative basis. You are entitled to a fair hearing before a neutral arbitrator. Arbitration procedures are simpler and more limited than court procedures. An arbitrator's ruling can be entered as a judgment in court and is subject to appeal only under very limited circumstances.***

### 1. Arbitration of claims above small claims

**jurisdictional limit:** In consideration for and as a condition of SAFE's establishing membership and any account or loan services for you, you agree that any dispute (other than a dispute referenced in subsection (2) of this arbitration provision) related to your SAFE account or loan that cannot be resolved informally must be submitted by you or by SAFE to binding non-judicial arbitration provided through an arbitration administrator. The arbitration administrator may be JAMS or the American Arbitration Association ("AAA"). The arbitration will take place at the selected arbitration administrator's office in or nearest to your county of residence for consumer member disputes or in or nearest to Sacramento County, California, for business member disputes. If you are a consumer member and the arbitration administrator has more than one office in your county of residence, arbitration will occur in its office nearest to your city of residence. Neither SAFE nor third parties collecting debts on our behalf will initiate arbitration to collect a debt, but SAFE reserves the right to arbitrate all other disputes with you. You can elect to require SAFE or our third-party collection agencies to submit to arbitration of a debt collection action we or they initiated against you in court. This arbitration agreement will remain in effect even if you pay off and close your SAFE accounts or loans. The term "dispute" includes any controversy or disagreement related to your SAFE account or loan including but not limited to: (a) claims that you or SAFE failed to comply with applicable law or regulation or the terms of the agreement governing the product(s) and/or or service(s) that is/are the subject of the dispute, (b) claims that SAFE injured you, or (c) claims related to the interpretation or enforceability of this arbitration agreement. Questions about whether a dispute is subject to arbitration shall be interpreted as broadly as the law allows. If either you or SAFE refuses to submit to arbitration upon demand by the other party, the party that seeks enforcement of this arbitration provision against the refusing party will, if successful, recover its costs of doing so from the other party. This arbitration agreement is governed by the Federal Arbitration Act.

2. **Small claims matters:** Disputes in which the dollar amount in controversy does not exceed small claims jurisdictional limits may be brought by either you or SAFE in the small claims court in your county of residence (if you are a consumer member) or Sacramento County, California (if you are a business member). Although you and SAFE can agree to arbitrate disputes subject to small claims court jurisdiction, neither party can be compelled to arbitrate such disputes.
3. **Self-help, provisional and ancillary remedies:** This arbitration agreement does not prohibit you or SAFE from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction.
4. **Statutes of limitations:** The statute of limitations that would apply to any dispute subject to this arbitration agreement also applies to arbitration.
5. **Individual actions only:** All claims will be arbitrated on an individual rather than a class or representative basis. If the account or loan that is the subject of the dispute has multiple Owners or Obligors, a single proceeding may be maintained by or against all of those parties to the account or loan.
6. **Costs of arbitration services:** If you are a consumer, all costs of arbitration assessed by the arbitration administrator and fees charged by the arbitrator will be borne by SAFE, except that if you initiate the arbitration, you will pay the arbitration administrator's then-current fee for consumer-initiated arbitrations. If you are a business, costs of initiating arbitration will be borne by the party initiating the arbitration, and the arbitrator will have discretion to award arbitration costs to a prevailing party as the arbitrator deems proper.
7. **Single arbitrator:** All claims will be heard by a single arbitrator knowledgeable in the subject area of the dispute who is either a retired state or federal court judge or an attorney with at least ten years of relevant practice experience.
8. **Arbitrator selection process:** The party initiating the arbitration will ask the arbitration administrator to provide a list of qualified arbitrators. If you and we cannot agree to the selection of an arbitrator from the list, you and we will each select one arbitrator from the list, and those two arbitrators will select a third arbitrator to hear the dispute.
9. **Governing rules and law:** If you are a consumer, the arbitration will be conducted under the consumer arbitration rules of the selected arbitration administrator. If you are a business, the arbitration will be conducted under the commercial arbitration rules of the selected arbitration administrator. The arbitrator will apply applicable substantive law. Each party may be represented by counsel of its own choosing.
10. **Available remedies:** Each party will have the same remedies available in arbitration as would be available if the dispute were heard in court, including but not limited to recovery of attorney's fees, expert witness fees and costs, subject to applicable law and if awarded by the arbitrator.
11. **Discovery:** The arbitrator shall allow discovery of non-privileged information relevant to the dispute.
12. **Time for resolution:** Unless otherwise agreed by you and SAFE or unreasonable given the nature of the dispute or actions of the parties, the arbitrator shall render a decision within six months after submission of the dispute to arbitration.
13. **Written statement of decision:** The arbitrator shall issue a written statement of decision setting forth their ruling on each claim. The statement of decision will include the findings of fact and conclusions of law on which the ruling on each claim is based.
14. **Final and binding nature of decision:** The arbitrator's decision will be final, binding, and not subject to appeal. The arbitrator's decision may be entered as a judgment in a court of competent jurisdiction.



**15. Class action waiver:** If the class action waiver in this agreement to arbitrate disputes on an individual basis is found to be unenforceable for any reason in relation to a claim involving class action allegations, the remainder of this agreement to arbitrate disputes on an individual basis will be unenforceable.

## **Our Right to Suspend Access to Your SAFE Accounts if You Default on Your Obligations to Us**

***You agree that if you fail to meet your financial obligations to SAFE, for example by failing to pay your SAFE loans as agreed or failing to restore negative account balances on demand, SAFE can suspend access to your SAFE accounts and any SAFE open-end credit lines you have until you contact us to make payment arrangements that are acceptable to SAFE in our reasonable judgment.*** SAFE can suspend access to your open-end credit lines immediately after your default. SAFE will not suspend account access until the later of: (1) at least ten days after your failure to meet your obligation or (2) five business days (ten business days if your address is outside California) after we have sent you a written warning that we may take this action. Warnings will be sent by regular mail. Generally, SAFE will not suspend access to funds exempt from creditors' remedies, such as certain types of federal benefits, or to accounts subject to special tax treatment such as Individual Retirement Accounts.

## **Telephone Contact Consent**

By being a party to any SAFE account, loan, or other service, you agree to the following telephone contact terms. SAFE and any and all of our affiliates, employees, agents, assigns, service providers, and joint marketing partners (together "SAFE Parties" and each a "SAFE Party") may contact you at any telephone number you provide to any SAFE Party at any time to administer, service, and collect amounts owed on any SAFE account or loan on which you are Owner, Agent or Obligor, and in some cases to inform you about financial products or services that may be of interest to you ("permitted communications"). Telephone numbers that SAFE Parties may call for permitted communications include landline (wireline) numbers and wireless numbers. Wireless numbers include

numbers associated with mobile telephones, cellular telephones, and other wireless devices. Methods by which SAFE Parties may contact you include live representative calls or automated communications. Automated communications include pre-recorded/artificial voice messages, use of automated dialing systems (robocalling), and/or text messages. SAFE Parties will not use automated communications for marketing purposes unless you affirmatively opt in to receiving them. You can opt out at any time. Permitted communications from SAFE Parties may result in your incurring charges from your wireless service provider. You agree not to provide any telephone number to any SAFE Party unless you are the subscriber of that number or otherwise have permission to allow SAFE Parties to call that number. You agree to notify SAFE immediately if you cease to be a subscriber of, or cease to have permission to allow SAFE to call, a number that you have previously given to any SAFE Party. You agree to defend and hold SAFE harmless from any claims or liability to which SAFE becomes subject as a result of calling a number you have given to any SAFE Party prior to your notice to a SAFE Party that consent to call that number has been revoked.

You can revoke consent for SAFE Parties to use automated communications to contact you for non-emergency purposes on wireless numbers. You can also revoke consent to live representative calls to wireless numbers for marketing purposes. Your consent may be revoked in person at a SAFE office, in writing (by letter or email), by telephone, or by any other reasonable means that informs the SAFE Party that your consent has been revoked. Your notice must provide sufficient information for SAFE to implement the revocation, including your name, the account number(s) to which the revocation applies, and the wireless number(s) to which the revocation applies. Your revocation will not prohibit SAFE Parties from either (1) using live representatives or automated communications on a landline number for any purpose other than telemarketing or (2) using live representatives on a wireless number to (a) notify you of emergencies, fraud, identity theft, data breach, or actions you need to take to complete a transfer of funds or (b) administer, service, and collect amounts owed on your SAFE accounts.

If you opt out of automated communications, you may not receive notice of emergencies, fraud, identity theft, data breach, or actions you need to take to complete a transfer of funds. You agree that at all times you have any open accounts or loans with SAFE or are indebted to SAFE in any amount, you will provide SAFE with at least one valid telephone number at which SAFE Parties have permission to call you during normal business hours. Your failure to do so may result in your being deemed in breach of your account and/or credit agreements with SAFE and denied future SAFE services.

## Membership

If you are within our field of membership, have no significant derogatory financial institution history, and satisfy our customer identification requirements, your membership is established upon your submission and our approval of your completed Membership Application along with either: (1) opening a share account with the required minimum initial deposit, (2) paying a Membership Entrance Fee, or (3) meeting another membership requirement established by our Board of Directors consistent with California Credit Union Law. Membership is for life, regardless of where you live or work, as long as you remain in good standing by meeting your obligations to the Credit Union. Your membership makes you a Shareholder-Owner of the Credit Union and entitles you to apply for all of our financial services. If you voluntarily terminate your membership and later wish to rejoin, you will need to reapply and SAFE will determine your eligibility at that time.

Members are eligible to run for seats on the SAFE Board of Directors. Credit Union members will be notified about upcoming elections.

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

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

Although you do not need to be a member of SAFE to be an Agent, Joint Owner, or Obligor on a SAFE account or loan, you must be a member of SAFE in your own right to be eligible to vote, run for the SAFE Board of Directors, or to apply for your own SAFE accounts and loans.

## Service Denial and Termination of Membership

We reserve the right to deny all services, except the right to vote in SAFE Board elections and vote on other matters brought forth to the membership, or restrict your access to SAFE Branches and/or Co-op Shared Branch premises, if appropriate, if any of the following occur:

1. You fail to meet your obligations to SAFE;
2. You fail to comply with applicable law or SAFE's Bylaws and rules as amended from time to time;
3. You are convicted of a crime in connection with your business with SAFE;
4. You are convicted of a crime of moral turpitude;
5. You cause SAFE an unrestored loss in any way (including, but not limited to, loan charge-off, unrestored overdrafts, or bankruptcy); or
6. You fail to conduct your business with SAFE (including at Co-op Shared Branch locations) consistent with our Member Conduct Policy.

While we attempt to avoid making errors in determining your eligibility for membership, if we find that you gave us misleading information or that we made a mistake and admitted you to membership when you were not eligible, we will expel you and you will not be eligible for further SAFE services.

We can also expel you from SAFE if any circumstances that would permit us to deny services have arisen.

We can place your membership on inactive status if you do not maintain par value in any share account or have any outstanding loan balance. Members on inactive status have no voting rights and no right to receive notice of meetings of members.

Neither termination of your membership by you or by us, nor our imposing our service denial policy, will relieve you of obligations that you incurred prior to termination of your membership or denial of services.

## Member Conduct Policy

You agree to conduct your business with SAFE and treat our staff, volunteer officials, and your fellow members in a civil and businesslike way. The following acts are prohibited:

1. Violence and threats of violence against SAFE staff, volunteers, or other members;
2. Abusive or harassing behavior of any kind against our staff, volunteers, or other members or abuse of Credit Union systems or property; and
3. Behavior that unreasonably disrupts the ability of our staff to provide prompt and attentive service to other members.

Visibly intoxicated persons and persons carrying weapons (other than on-duty law enforcement or SAFE security personnel) are not permitted on SAFE premises at any time. In addition, we may take any other lawful action we reasonably deem necessary under the circumstances to ensure SAFE's ability to provide a safe and harassment-free environment for our staff and members and equitable access to service for our members. You agree to pay any attorney's fees and court costs we incur to enforce our Member Conduct Policy.

## Non-Transferability of Membership

Membership in SAFE is non-transferrable.

## Account Parties

Our core data processing system assigns a number to each person who joins SAFE or otherwise becomes a party to a SAFE account or loan. That person number will be linked to each SAFE account or loan to which you are a party. In addition, each account or loan at SAFE will be assigned a unique identifying number. Your Account Application will identify each person who is a current or contingent party to the account opened on that Application.

Fiduciary Accounts (such as for trusts, conservatorships, or incapacitated recipients of government benefits) cannot have Joint Owners, but they can have more than one Agent. For example, a trust instrument may name co-trustees, or a court order may name co-conservators.

In some cases, usually by court order or agreement, an Agent may be named to act on behalf of a Fiduciary on a Fiduciary Account.

Except for sole proprietorships, married couples doing business together, and general partnerships (general partnerships include any business not held by a formal entity, such as a corporation, that is owned by two or more people other than a married couple), Business Accounts are owned by the business entity. Ownership and signing authority on Business Accounts are indicated on the Business Account Application.

If a person has a current beneficial interest (meaning current ownership or entitlement to the benefit of the funds in the account) in a SAFE account and that person becomes obligated to SAFE, the account will be subject to SAFE's Right of Offset whenever that person fails to meet a payment obligation to us, even if not all persons with current beneficial interests in the account are parties to the loan or account transaction that resulted in the debt. For example, if A and B own an account jointly, and B fails to pay an obligation incurred to the Credit Union solely by B, the funds in the account owned jointly by A and B are subject to SAFE's Right of Offset. See "Our Right to Recover What You Owe Us" for more information about SAFE's Right of Offset.

## Meeting Your Obligations

As a member of the Credit Union, you have the following obligations:

- You agree to comply with the terms of agreements governing the SAFE services you receive including but not limited to this Handbook.
- You agree to be honest with us about your financial circumstances. You agree not to omit any material information from applications for SAFE services. You agree not to request or use credit if you have reason to believe you will be unable to make the required payments.
- You agree to be truthful and disclose all material information when submitting claims of account errors or unauthorized transactions. If we credit your account or loan in response to your error or



unauthorized transaction claim, you agree to comply with our reasonable requests for documentation and assistance in investigating your claim and recovering the associated loss from the responsible party(ies).

- You will not allow any SAFE account to fall below a zero balance. If any SAFE account of yours has a negative balance, you agree to restore the account to a balance no lower than zero immediately upon our written or oral demand.
- You will be responsible for all items deposited to your accounts. If a deposited item is returned unpaid, the amount of the item will be deducted from the account of deposit (or if that account does not have sufficient available funds, from any account in which you have a present ownership interest) and you will be responsible for immediately restoring any resulting negative balance.
- Your failure to handle your account properly may result in our reporting you to consumer reporting agencies that monitor account abuse, and this report could adversely affect your ability to obtain account services.
- Your failure to meet loan obligations may be reported to consumer credit reporting agencies. This report could adversely affect your credit standing and ability to obtain credit.
- You agree that "Our Right to Recover What You Owe Us" applies to any amount you owe us that you do not pay according to your agreements with us.

### **Document Delivery and Review—Reporting Unauthorized Activity and Other Errors**

Keep track of all deposit and withdrawal transactions on your accounts and all advances and payments on your loans. We will send you periodic statements covering all transactions on accounts and loans you maintain with SAFE. If you have an active Checking Account or Electronic Funds Transfer activity, you will receive a monthly statement; otherwise, we send statements at least quarterly. You agree that delivery of a periodic statement to the member on an account or loan constitutes delivery of the statement to all Owners of the account and all Obligor

on the loan.

Promptly review and reconcile statements and other communications you receive from us and contact us if you have questions or concerns. Account activity can be monitored 24 hours a day via our free secure Digital Banking Service channels, which include Online and Mobile Banking, customizable Alerts and Notifications, Debit/Credit Card Alerts, and CALL-24 Phone Banking ("CALL-24").

If you enroll in eStatements, we will notify you by email when electronic statements and other notices, communications, and documents such as IRS tax statements are available for retrieval on our secure website. If you enroll in eStatements, you are responsible for collecting your statements and notices from our Online or Mobile Banking portal and we will be deemed to have delivered them as soon as we notify you that they are available. We will have no liability or responsibility for communications that you do not retrieve or that are lost, damaged, or misdelivered by the U.S. Postal Service or other third-party delivery service.

If you do not receive an expected statement, contact us promptly to request a duplicate statement and to ensure that we are sending statements to the correct address. An archive of statements in electronic format can be retrieved in Online Banking or Mobile Banking. You can see what statements are available within the Online Banking and Mobile Banking platforms. If you have difficulty retrieving eStatements or other electronic documents, contact us so we can take the steps necessary to get your documents to you.

If you have a Checking Account, a Money Market Account with check-writing privileges, or a credit line that allows you to write special checks to obtain loan advances, we do not send canceled checks with your periodic statement. However, we retain electronic copies of all checks you write for the period required by law and will provide check copies to you upon request. You can also view and make printable electronic copies of canceled checks at no charge in Online Banking or Mobile Banking platforms. SAFE will inform you when you request document copies whether obtaining the records will be subject to an account research fee. Refer to SAFE's Fee Schedule.

### **Unauthorized Signature or Alterations on Checks:**

Keep track of all transactions you initiate on your accounts and credit lines. If you suspect that a check drawn on your account or credit line was altered (e.g. changing the payee name or dollar amount of the check) or forged, notify us in writing within 30 days of the mailing or electronic delivery date of the statement on which the item first appeared. Tell us all the information requested under "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Handbook. If you do not tell us within 30 days (60 days in the case of a check written for an advance on a line of credit), we will not be responsible for the forged or altered item. We operate in an automated check-processing environment, and it is not feasible for us to physically examine checks that clear. For this reason, we are, as allowed by law, altering the provisions of the Uniform Commercial Code regarding the amount of time you have to report forged or altered checks.

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

**Credit Lines and EFTs:** Rules governing claims of error or unauthorized use applicable to EFTs are found in the "ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE STATEMENT" section of this Handbook. For loans and lines of credit, refer to the governing credit agreement or billing statement for specific rules regarding unauthorized use and billing error claims. Your periodic statements will also summarize error resolution procedures for loans and EFTs.

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

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

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

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

### **Change of Address**

You must promptly notify us of any change of your physical and mailing addresses. If you have elected to receive materials such as statements and disclosures from us electronically, you must also promptly notify us of any change in your email address. If you do not promptly notify us of any change in your mailing address, we may charge an address locator fee to your account.

If email we send you is returned undeliverable, we may resume sending communications to you by postal mail until we receive an updated email address for you. If you do not receive statements or other materials that you expect to receive from us on a regular basis, contact us immediately at a location indicated in the "HOW TO CONTACT US" section at the end of this Handbook to request copies of the materials you have missed. We will not be responsible for unauthorized transactions or other errors if you do not notify us within the time frames specified elsewhere in this Handbook.

### **Maintaining Account Security**

The Credit Union makes our best efforts to maintain commercially reasonable security protocols for in-person, telephone, and electronic banking transactions.

You are responsible for maintaining the security of your Credit Union accounts, account access devices, and account access credentials. Any person to whom you voluntarily give your account information, access devices,

or access credentials, whether or not they are known to you, is considered an “Authorized User” and can conduct any transaction you can conduct yourself. We will not reimburse you for losses incurred as a result of transactions initiated by you or Authorized Users.

In handling your service requests and inquiries, in our exchange of communications with you, we may ask you to provide limited personal information to confirm your identity for security purposes. However, we will never initiate unsolicited communications with you asking you for confidential personal information such as your full Social Security number, account number, or confidential access code. We already have this information and will not need it when contacting you.

Financial fraud against consumers and businesses is widespread. The Credit Union cannot and does not undertake any duty to advise you whether any proposed transaction on your Credit Union accounts or the parties to it are legitimate. A Credit Union staff member may attempt to assist you by, for example, cautioning you about a type of transaction known to have a high incidence of fraud, but any such action is an accommodation only and does constitute an undertaking by the Credit Union to prevent you from falling victim to financial scams. Our responsibility is limited to maintaining commercially reasonable security protocols to minimize the risk of unauthorized access to your accounts. If you lose money as a result of financial fraud, you may not be able to get the money back.

***Please notify us immediately*** (see “HOW TO CONTACT US” at the end of this Handbook) if you receive a questionable communication that appears to be from us so we can investigate.

## **Record Retention**

We are not required to retain or provide to you or third parties any records on any account, loan, or other activity you have with us beyond any time limit imposed by applicable law or regulation. We suggest that you retain agreements and disclosures governing the services you obtain from us, including any change-in-terms notices you receive, until you no longer have the related service.

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

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

On accounts or loans with more than one Authorized Person, we can follow the instructions of any one Authorized Person. If a court orders that an account or loan be subject to multiple signature requirements, we reserve the right to close the affected account or loan due to our technical inability to honor such requirements. If we continue to make the account or loan available to you, you agree that you have sole responsibility to monitor compliance with and meet dual or multiple signature requirements and to defend and indemnify us from any liability or claims arising out of your failure to comply with multiple signature or similar requirements for joint authorization of transactions. We operate in an automated processing environment and cannot monitor compliance with multiple signature requirements imposed by third parties.

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

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

We reserve the right to refuse to follow your instructions if: (1) they are ambiguous, (2) we reasonably believe the instructions do not comply with applicable state or federal law, (3) an Authorized Person asks us not to allow transactions on an account or loan, (4) we receive conflicting instructions on accounts or loans with more than one Authorized Person, (5) we are unable to verify your identity, (6) we reasonably believe that following the instructions will cause the Credit Union a loss, or (7) any other lawful reason.

Once we have followed the instructions of an Authorized Person, we are relieved from liability to any Owner of the related account or Obligor on the related loan unless our following the instructions violates a court order to which we are subject, or we have agreed in writing to freeze the account or loan. Any disputes regarding actions taken on the account or loan must be resolved between or among the parties to the account or loan.

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

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

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

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

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

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

### **Prohibition on Illegal Activity**

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

### **Our Right to Recover What You Owe Us**

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

You agree to pay reasonable costs we incur in attempting to collect what you owe before we take legal action, such as repossession costs for example. If we or a third party acting on our behalf initiate legal action to collect an amount you owe us or damages we are entitled to under the law (such as statutory damages imposed for writing bad checks), you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or another



type of legal action. If you demand that a collection action initiated by us be transferred to arbitration and the arbitrator rules in SAFE's favor, you also agree to pay our arbitration fees unless prohibited by the law of your state of residence.

To the full extent allowed by the law of your state of residence, collection costs will bear interest from the date incurred until paid at the contract rate (in the case of costs incurred to collect loans you have obtained from SAFE) or the legal rate (in the case of collection costs incurred to collect other money you owe to SAFE).

### **Suspension or Discontinuation of Services**

We can close accounts for any lawful business reason by sending you advance notice required by law. We will generally give you at least 10 days' notice before we close an account but reserve the right to close accounts without advance notice. Any closing of your accounts will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are available to handle them.

If your SAFE services are terminated solely due to inactivity, you may reinstate your membership to active status by meeting minimum balance and activity requirements.

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

Reasons we can suspend or discontinue services, with or without notice, include but are not limited to: (1) your failure to provide funds sufficient to cover your debit transactions; (2) your failure to keep loan payments current; (3) misuse of your accounts for check kiting, deposit of invalid items, or other unlawful purposes; (4) filing of a bankruptcy petition by or against you; (5) your failure to observe the conditions of any other agreement with us; (6) your failure to provide a valid U.S. taxpayer identification number or certificate of exemption; (7) our receipt of a notice from the Internal Revenue Service that the taxpayer identification number you have given us is not valid or that you are subject to backup withholding; (8) our receipt of notice from any governmental agency exercising its proper jurisdiction that continued provision of the service would be unsafe or unsound or violate a law or regulation to which we are subject; (9) we receive a continuous levy on your account(s); or (10) any reason listed under "Service Denial and

Termination of Membership" above.

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

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

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

You may terminate your Credit Union services at any time by notifying us orally or in writing, depending on the type of request. Termination of Credit Union services by you or by us will not relieve you of any obligations incurred prior to termination.

### **Fees and Damages**

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

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

If we receive valid legal process requiring us to provide records about your accounts or loans and the party requesting the information is not required by law to pay for our costs of providing the information, we will recover



our costs of compliance by deducting them from any account in which you have available funds. If you do not have available funds, such costs will be subject to "Our Right to Recover What You Owe Us."

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

## Privacy and Disclosure of Information

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

**Written Permission, Legal Mandates, Operational Requirements:** SAFE does not generally release personal or financial information about members or Authorized Persons to third parties. However, notwithstanding any other provision of this Handbook or our published Privacy Statement, SAFE will disclose information about you and your accounts and loans to third parties: (1) as allowed by the authenticated written permission of any currently Authorized Person on the account or loan, (2) as required by law, such as in response to properly issued subpoenas or court orders, or (3) to conduct our business and comply with laws and regulations applicable to SAFE, and (4) to process your transactions. Examples of situations in which we release information to third parties to conduct our business include disclosure of loan and account performance to consumer reporting agencies, enforcement of obligations to SAFE, and investigation of unauthorized activity claims. Refer to the SAFE Privacy Statement for more information.

**California Consumer Privacy Act:** Information that SAFE collects about California resident consumers is generally covered by federal or state financial information privacy laws. To the extent such information is covered by financial information privacy laws, it is exempt from the California Consumer Privacy Act. However, if SAFE does collect information about California resident consumers that is not subject to federal or state financial information privacy laws, SAFE will provide required disclosures at the point of collection. SAFE never sells information about our consumers to third parties.

**Bundled Statements:** Some accounts of a member may not have identical Owners or Obligor. For example, a

member might have a Savings and Checking Account with a Joint Owner but an IRA under the member's name only. We "bundle" periodic statements for most of our services, meaning that a single statement covers multiple accounts and loans maintained for a member. Bundled statements may be addressed to the member or the member's Agent at the address in our records. The member and all other Owners of accounts maintained with the member and all other Obligor on loans maintained by the member consent to the delivery of bundled statements, even though this may result in release of information about an account or loan to which the addressee is not a party.

**Beneficial Owners:** SAFE may release information about accounts to present Beneficial Owners of those accounts, even if the Beneficial Owner is not currently an Authorized Person. Examples of present Beneficial Owners who are not Authorized Persons would include present non-trustee trust Beneficiaries, minor Beneficiaries of Uniform Transfers to Minors Act accounts, or Beneficiaries of representative payee accounts for payment of benefits such as social security disability benefits.

**Pay-on-Death and Contingent Beneficiaries:** SAFE does not release information about accounts to Pay-on-Death Beneficiaries until the deaths of all Owners entitle the Pay-on-Death Beneficiaries to the funds in the account. SAFE does not release information about accounts to other contingent Beneficiaries of funds in accounts, such as individuals who are to receive any assets remaining in a trust at the death of all current Beneficiaries of the trust.

**Former Owners and Obligor:** SAFE will provide a former Owner or Obligor information about activity on the account they owned or the loan on which they were obligated that took place while they were an Obligor or Owner. For example, assume that A adds B as a Joint Owner of A's accounts on January 1, 2012, and B is deleted as a Joint Owner of A's accounts on December 31, 2013. SAFE will release to B information about activity on A's account that took place from January 1, 2012, through December 31, 2013, without A's permission. If B wants information about activity that occurred prior to January 1, 2012, or after December 31, 2013, SAFE would release that information only with A's authenticated written permission or valid legal process such as a subpoena or court order.

**Costs and Fees Associated with Information Requests:**

Any party who requests information about an account or loan must pay applicable research and copying costs unless waived by SAFE. Refer to SAFE's Fee Schedule.

**Backup Withholding**

SAFE has the right to withhold amounts required by state or federal tax laws from your dividends if you or the Internal Revenue Service advises us that you are subject to backup withholding or if you fail to certify your correct Social Security/taxpayer identification number on a form designated by us. You are responsible for providing SAFE with the correct Social Security/taxpayer identification number on all accounts you open with us. We have no duty of further inquiry as to the number(s) you provide, but we will not open or maintain accounts without Social Security/taxpayer identification numbers (or notice that a number has been applied for or you are eligible for a waiver).

**Tax Reporting**

We comply with the Internal Revenue Code, IRS regulations, and state law in reporting your earnings on dividend-bearing shares, your interest payments on certain types of loans, discharges of debt, and payment of miscellaneous income. Our compliance with IRS reporting requirements does not constitute tax advice.

**Governing Law and Terms**

All SAFE accounts are governed by:

1. This Handbook;
2. California laws and regulations (unless otherwise required) for Consumer and Fiduciary Accounts;
3. California law for Business Accounts;
4. Applicable federal laws and regulations;
5. The current version of SAFE's Truth in Savings Disclosure for Consumer and Fiduciary Accounts,
6. SAFE's Fee Schedule; and
7. The current version of SAFE's Bylaws.

To the extent any of the above documents with a more recent effective date than this Handbook is inconsistent with this Handbook, the more recent document shall prevail.

**Waiver and Modification**

We can fail to exercise one or more rights we may have under this Handbook or any other agreement we have with you on one or more occasions without such failure being deemed a waiver of any right and without altering the terms of any agreement with you.

Subject to and consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service. "Modify" may include changing existing terms, adding new terms, or deleting terms. Any modification of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if: (1) made pursuant to a written Credit Union change in terms notice, (2) made in writing and signed by an Authorized Credit Union Agent, or (3) made by a court order in an action to which we are a party.

No employee, official or other actual or apparent Agent of SAFE is authorized to change terms of your agreements with SAFE orally. We are not subject to court orders in actions to which we are not a party, such as divorce decrees.

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

Change-in-terms notices may appear in periodic statements or separate notices we send you, as long as the timing and format of such notices meet legal requirements.

**Notices**

You can send us any written notices regarding your accounts or loans by writing to our main office. See "HOW TO CONTACT US" at the end of this Handbook. If we change our contact information for delivery of notices, we will notify you. We are not required to honor notices from you that are inconsistent with your agreements with us or that appear to be inauthentic. Certain types of notices, such as change of address notices, may be subject to verification for security or other business reasons. We

reserve the right to refuse to honor written notices to close accounts, withdraw funds or other written transaction requests that could cause SAFE a loss until we authenticate the instructions consistent with our security procedures.

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

Unless otherwise required by law, our sending a statement or other communication to any Owner of an account or Obligor on a loan will constitute delivery of the statement or other communication to all Owners, Agents, or Obligors.

If any mailed statements or other documents are returned to us by the U.S. Postal Service as undeliverable, we are authorized to destroy them. We will retain the capacity to provide copies of statements and other communications to you for any maximum time prescribed by law. We are not required to continue to attempt to send mail to you at an address the U.S. Postal Service has notified us is not valid for you.

## General Provisions

If any provision of this Handbook is adjudicated to be void, voidable or unenforceable, it will be deemed amended to the extent necessary to render the provision enforceable consistent with its intent. If the provision cannot be so amended, it will be deemed deleted and the remaining provisions will continue in effect.

## SAFE CREDIT UNION ACCOUNTS

### Truth in Savings

For Consumer Accounts including Fiduciary Accounts, refer to the current Truth in Savings Disclosure (including the Savings Rate Sheet) and SAFE's Fee Schedule for account opening disclosures required for Consumer Accounts by the Truth in Savings Act, including dividend rates, annual percentage yields, dividend cycles, and other information. The Savings Rate Sheet and Fee Schedule also apply to business purpose accounts. The Certificate Account Opening Disclosure has terms applicable to Consumer and Business Certificates.

### Federal Account Insurance

Your SAFE accounts are federally insured by the National Credit Union Administration, a U.S. Government agency. For more information, contact a SAFE representative or refer to the account insurance publications available on the NCUA website, [www.ncua.gov](http://www.ncua.gov).

### Ownership of Accounts, Joint Account Ownership, and Pay-on-Death Beneficiaries

A Consumer Account on which only the member is an Owner is called an individual account.

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

Each Owner of a Credit Union Consumer Account will be subject to review of their financial institution history and must satisfy our Customer Identification Program

requirements. Non-Owner Authorized Persons such as attorneys-in-fact and custodians under the Uniform Transfers to Minors Act must also satisfy our Customer Identification Program requirements. Business entity account Owners and authorized persons on Business Accounts must also satisfy our Customer Identification Program and financial history requirements.

Any Authorized Person may deposit or withdraw any amount in any account on which they are authorized. Once any authorized person withdraws funds from an account, the right of all other Owners to the withdrawn funds terminates.

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

Any Owner may pledge funds in their account as security for a loan unless the account is prohibited from being pledged. For example, Checking Accounts, Money Market Accounts, and IRAs may not be pledged as security for loans.

- If any Owner becomes indebted to us and does not meet their payment obligation, funds in any account they are an Owner will be subject to our Right of Offset (see "Our Right to Recover What You Owe Us").
- Owners may, if they wish, designate Pay-on-Death Beneficiaries ("POD Beneficiaries") on most SAFE Consumer Accounts. POD Beneficiaries are not allowed on Fiduciary Accounts or Business Accounts, except for those assigned to a sole proprietorship and married couples doing business together.

Under the laws of some states, a married person may open an account with Joint Owners or POD Beneficiaries other than their spouse without the consent of their spouse. The person opening the account is responsible for complying with state laws regarding spousal consent and SAFE will have no duty to investigate. At the death of a married person, a Non-Owner surviving spouse may assert claims against funds in the account that could affect surviving Owners' or POD Beneficiaries' claims to the funds.

If the member on a joint account dies and the surviving Owner is not a member, the surviving Owner must close the account. If the surviving Owner is a member, is eligible to join and becomes a member, or is a Joint Owner of accounts with another SAFE member, the surviving Owner may

transfer the funds to another SAFE account on which they are a member or a Joint Owner. However, state law prohibits an account from remaining open when the member on that account dies.

- If a Non-Member Owner of a joint account dies, the surviving member may keep the account open.
- If an account has no POD Beneficiary(ies), funds pass at the Owner's death to that person's estate.

On an individual Consumer Account with a POD Beneficiary, at the death of the member, funds in the account pass, outside of any probate, will or trust of the member, to the POD Beneficiaries, in equal shares unless the Consumer Membership/Account Application specifies a different percentage. On joint accounts with POD Beneficiaries where the last surviving Owner is the member, funds will pass at the death of the member to the designated POD Beneficiaries in equal shares. On joint accounts with POD Beneficiaries where the member dies prior to the other Owner(s), the preceding paragraph requiring transfer of the funds to another account of the Joint Owner or closing of the account will apply and the contingent right of the POD Beneficiaries to the funds in the closed account will terminate.

Until the death of all Owners, POD Beneficiaries have no right to or interest in the funds in accounts on which they are designated. Funds will not be disbursed to any POD Beneficiary until the POD Beneficiary has been identified and subject to screening required by law, such as screening against lists maintained by the federal Office of Foreign Assets Control. To change the ownership or POD Beneficiaries on accounts other than as the result of the death of an Owner, an updated Account Application reflecting the desired changes must be signed by all current Owners and any new Owners. Any new Owner must satisfy our financial review and Customer Identification Program requirements. In general, a Non-Owner Fiduciary such as an attorney-in-fact cannot change the ownership or POD Beneficiary designations on accounts unless the document appointing them expressly grants that authority.

To remove any Owner of an account, either: (1) all current Owners, including the Owner to be removed, must



consent in writing to the change, or (2) an authorized person must close the account and reopen it under a new number. Non-member Owners cannot close and then reopen SAFE accounts under a new number unless they are eligible, apply and are approved for membership.

The most recent Account Application on file with us will govern ownership and POD Beneficiaries on your account(s) under that member number. For example, if your original Consumer Account Application designated a POD Beneficiary but your most recently updated Consumer Account Application does not name a POD Beneficiary, we will assume that you want any remaining funds to pass to your estate at your death.

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

Although funds transfer automatically at death to any designated POD Beneficiaries, a representative of a deceased Owner's estate may be entitled to information about transactions on the account prior to the Owner's death, including the account balance at the time of death, the identity of POD Beneficiaries, and amounts disbursed to POD Beneficiaries.

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

When the owner of a sole proprietorship business account dies, the funds pass to the owner's estate if there are no designated pay-on-death beneficiaries on the account.

When one spouse on a business account designated as a "married couple sole proprietorship" dies, the account must be closed and, if desired, reopened under a new number. The surviving spouse can, if they wish, designate one or more POD beneficiaries on the reopened account.

## **Escheat/Unclaimed Property**

In general, if for three years (or the period called for by your state law if the address we have for you in our records is outside California), you initiate no communication with us, you do not log into Digital Banking Services, and there is no activity on any SAFE

account of yours other than crediting of dividends and debiting of fees, any account balances you have will be deemed abandoned and subject to forfeiture to your state of residence in our records. We will mail you notice required by applicable law that your funds will be subject to escheatment if you do not contact us, log into Digital Banking Services, or transact on your account.

## **Deposits, Withdrawals, Payments, and Transfers**

### ***Deposit Channels***

Deposits to your SAFE accounts can be made: (1) by Automated Clearing House (ACH) credit entry (such as direct deposit of all or a portion of your net pay or state or federal benefits); (2) at some SAFE and Co-op ATMs; (3) by mail; (4) in person at SAFE Branches and Co-op Shared Branch locations; (5) by wire transfer; (6) by third parties whom you have authorized to electronically transfer funds to your SAFE accounts, including via transfer from their SAFE accounts to your SAFE accounts or via money transfer applications such as Person-to-Person payment services or digital wallet services such as Apple Pay®; or (7) by Remote Deposit Capture if you apply and are approved for enrollment. SAFE may make additional deposit channels available in the future.

### ***Endorsement of Deposit Items***

We reserve the right but do not undertake the obligation to:

1. Decline to accept for deposit checks and other non-cash instruments that are not properly endorsed, that bear restrictive endorsement legends, or that otherwise cause us to believe that accepting the item for deposit could cause SAFE a loss; and
2. Supply missing endorsements on checks payable to you and deposited to your account.

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

***Items Payable to You OR One or More Other Persons:*** We can accept these items for deposit to any account of which any payee is an owner in our records, whether or not any of the payees have endorsed the item and whether the account to which the item is deposited is shown on our



records as a joint account or a single-owner account. We interpret the mark “/” or any other ambiguity with respect to the drawer’s intention regarding joint payees as “or.”

**Items Payable to You AND One or More Other Persons:**

We can accept these items for deposit to any account on which all payees are joint owners in our records, whether or not all payees have endorsed the item. We can also, if all payees have endorsed the item, deposit the item to any account of which any one of the payees is an owner.

**Items Not Payable to You:** If a check or other item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your account or to require that the third-party payee’s financial institution guarantee the third party’s endorsement. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify, and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution.

**Improperly Endorsed or Unendorsed Items:** We will have no liability to you for, and you agree to defend, indemnify, and hold us harmless from any claims to which we become subject as a result of our acceptance of an improperly endorsed or unendorsed item for deposit to your account, unless our negligence or misconduct is adjudicated to have caused or materially contributed to any associated loss you incur.

**Deposit Restrictions**

We impose no limit on the dollar amount of deposits you may make on any type of account except Certificate Accounts (refer to the Truth in Savings Disclosure). Federal tax laws limit amounts that may be deposited to IRAs and similar special purpose accounts that enjoy favored federal tax treatment; consult a tax advisor. We do not give advice about potential tax implications or penalties that could result from your deposits to tax-favored accounts.

We reserve the right but do not undertake the obligation to refuse to accept for deposit checks or other items that are stale dated (more than six months old), or appear to have been altered, or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts and will not be liable to you or any third party for accepting items presented for deposit to your accounts.

**Your Responsibility for Deposits**

You agree to deposit only items that are properly payable to you and endorsed by you. When you deposit a check or other non-cash item, you warrant to us that you are entitled to enforce the item and you have no actual knowledge or reason to believe that the item has been subject to any forgery or alteration.

Our allowing your withdrawal of funds from a deposited item is not a representation or warranty by SAFE that the deposited item will be paid by the institution upon which it was drawn. Any statement by our staff to that effect should be interpreted as a guess or estimate only. Our staff does not have sufficient information or expertise to determine whether items drawn on other financial institutions are authentic or will be paid. If you have questions about whether an item you want to deposit to a SAFE account will be paid, you should ask the institution upon which the item is drawn.

You agree to defend, indemnify, and hold us harmless from any claims, damages, losses, liabilities, or expenses (“loss”) to which we become subject as a result of our allowing either the deposit of an item to your account or the authorized withdrawal of funds from your account, except to the extent the loss was the result of our negligence or intentional wrongdoing. You acknowledge that we operate in an automated processing environment and, as a convenience to you, accept items for deposit through a variety of channels such as ATMs and Remote Deposit Capture that do not involve our physical examination of deposited items. You agree that our failure to physically examine items deposited to your accounts does not in itself constitute negligence.

**Reversal of Credit for Deposits**

If we receive an erroneous deposit, such as a duplicate direct deposit of net pay or a direct deposit of Social Security benefits after the payee’s death, you agree that we can return the erroneous deposit to the payer without advance notice to you and deduct the deposit amount from the account balance.

If a non-cash item deposited to your account is lawfully returned unpaid by the institution on which it was drawn, or an electronic or wire transfer deposit

to your account is lawfully reclaimed by the sender, you agree that we can return the amount of the deposit to the paying financial institution and deduct the amount from your account balance.

You waive protest and notice of dishonor for deposited items that are returned unpaid and for deposits that are reversed. However, we will attempt to notify you of reversed deposits as soon as practicable.

If any negative balance results from our lawful return or reversal of a deposit to your account, you agree to immediately make a deposit sufficient to restore the negative balance upon our demand. Your failure to do so will be deemed a material default in your financial obligations to SAFE, and you agree that "Our Right to Recover What You Owe Us" will apply.

### ***Withdrawals***

Withdrawals from SAFE accounts can be made: (1) using your SAFE ATM Card or SAFE Visa® Debit Card at SAFE ATMs or other ATMs displaying logos of networks in which we participate, (2) by cash-back request as part of a merchant point-of-sale purchase at a Point-of-Sale (POS) terminal displaying a logo of a network in which we participate, (3) by a SAFE Debit Card at participating Visa® merchants and other institutions that honor the Debit Card for cash advance transactions, and (4) in person at SAFE locations and at participating Co-op Shared Branch locations. We may make other withdrawal methods available in the future.

### ***Payments to Merchants and Other Third Parties***

Payments from your SAFE accounts to third parties can be made: (1) by writing a check on your SAFE Checking Account; (2) by giving your SAFE Visa® Debit Card to a participating merchant for a PIN- or signature-based point-of-sale purchase transaction; (3) by giving a merchant or other payee, such as a utility company, your Visa® Debit Card number (and in some cases, expiration date, security code and other identifying billing information) online, over the phone, or in writing and authorizing them to initiate a one-time or recurring purchase or payment entry; (4) via the Bill Pay and member-to-member account transfer features available through SAFE Online Banking and Mobile Banking; (5) via one-time or recurring ACH

debit entry authorized by you in writing (unless ACH rules do not require written authorization), either with SAFE or the payment recipient; (6) via wire transfer; (7) via digital Person-to-Person payment services we make available, such as Apple Pay®, PayPal®, and Alexa Voice Banking™; or (8) by a SAFE official check payable to a third party. We may make other payment methods available in the future.

### ***Transfers***

You can transfer funds among your own SAFE accounts: (1) in person at a SAFE or Co-op Shared Branch location, (2) by authenticated telephone request to a SAFE staff member, (3) by using your SAFE ATM or Visa® Debit Card at SAFE ATMs and some third-party ATMs on networks in which we participate, or (4) by using CALL-24 or Online Banking or Mobile Banking. We may make other transfer methods available in the future.

### ***Withdrawal Limits***

In this section, "withdrawal" includes withdrawals, payments, and transfers out of any account.

All withdrawals are limited to the funds available in the account from which the withdrawal is initiated. On Checking Accounts only, overdraft protection from Overdraft Protection Plans or Courtesy Pay (see "Standard Overdraft Practices Including Courtesy Pay") may be available. Refer to the "Overdrafts" subsection of the "Checking Account Terms" section of this Handbook below for more information.

You can initiate as many withdrawals as you wish out of your SAFE Checking Account as long as you have available funds in the Checking Account or funds or credit available through an Overdraft Protection Plan to cover them. You can initiate as many withdrawals as you wish out of your other SAFE accounts as long as you have available funds to cover them, but overdraft protection is not available on accounts other than Checking Accounts. If we do inadvertently allow you to draw an account negative, you agree to immediately restore the account to a positive balance upon our oral or written demand.

We reserve the right to require seven days' advance notice before permitting you to withdraw funds from any account other than a Checking Account.

The Truth in Savings Disclosure you receive at account opening will tell you withdrawal rules on Certificate Accounts. Accounts subject to special tax treatment such as IRAs may be subject to tax penalties for early withdrawals; consult a tax advisor for more information. You agree to comply with, and to defend, indemnify and hold SAFE harmless from, any claims, damages, losses, liability, or expenses arising out of your failure to comply with withdrawal restrictions imposed by any court order or third-party agreement (such as a marital property agreement) governing accounts you maintain with SAFE.

If applicable law subjects a transaction to blocking or prohibits the transaction, the transaction may not occur, or the funds associated with the transaction may be held and unavailable to you or other parties to the transaction. Transaction screening may delay transaction processing or availability of anticipated deposits. You agree that SAFE will have no liability to you as a result of blocking or prohibition of transactions or delayed completion of transactions or availability of funds, if SAFE in good faith determines the delay to be necessary to comply with applicable laws and regulations or mitigate risk of loss. SAFE may impose cash withdrawal limits at our reasonable discretion.

### **Minimum Balance Requirements**

To open and maintain accounts, you must maintain any minimum opening balance and/or minimum balance specified in the applicable Truth in Savings Disclosure or Account Agreement.

### **Closing Accounts**

We have the right to close any account of yours for any lawful business reason on 10 days' written notice to you at your last known address. Reasons we can close your accounts include but are not limited to repeated presentment of debit transactions against insufficient funds, repeated deposit of items returned unpaid, misuse of accounts for "kiting" or other unlawful activity, SAFE loan payment default, or your breach of your agreements with SAFE. Any termination of your account will not affect our handling of regular transactions prior to the notice,

provided that sufficient funds are on deposit to handle them. Certificate accounts that have a zero balance for one or more days may be closed at SAFE's option. All other accounts that have a zero balance for 120 days or more days may be closed at SAFE's option.

You can close your accounts and terminate your SAFE membership at any time. Closing of your accounts by you or us will not relieve you of any obligations incurred prior to account closing.

### **Prohibition on Pledging Funds**

Funds deposited in Checking Accounts, Money Market Accounts, and IRAs may not be pledged as security for loans.

### **Non-Transferability of Accounts**

SAFE accounts are not transferrable.

### **Checking Account Terms**

The following terms apply to your SAFE Checking Account(s) and to checks you may be able to write on Money Market Accounts.

### **Governing Law**

In handling checking transactions on Consumer Accounts including Fiduciary Accounts, we will abide by the Uniform Commercial Code, Federal Reserve Board Regulations, and our Credit Union procedures, as revised from time to time. For Business Checking Accounts, California law will apply in addition to Federal Reserve Board regulations and our Credit Union procedures.

### **Transactions**

We will make payments on checks drawn on available funds in your Checking Account when signed by any person authorized on your Account Application. Debit Card purchases, cash advances and third-party payments, regardless of how they are authorized, are withdrawn directly from your Checking Account. We reserve the right, but do not undertake the duty, to refuse to pay any check that is missing the payee's endorsement. You can also make deposits and withdrawals as explained in the "Deposits, Withdrawals, Payments, and Transfers" section of this Handbook.

## **Check Writing**

Use only checks ordered from us and printed by our authorized check printer or from a printer of your choice who will print checks in a form approved by us. We may not pay checks that are not properly printed and formatted. We will have no liability to you or any third party for failing to pay checks that are not properly printed and formatted. Inspect all checks you receive for accuracy before using them. To reduce the risk of fraud, use indelible ink and completely fill in the lines for the payee and the written dollar amount, drawing a line through any unused space. Date and sign checks you write. Destroy any spoiled checks.

## **Stale-Dated Checks**

We are under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any related costs or damages unless you have given us a valid written stop-payment order on the check.

## **Post-Dated Checks**

We will not be liable for paying post-dated checks unless you have provided a timely and valid stop-payment request and paid the applicable fee. A stop payment request must meet all of the requirements listed under "Stopping Payment," below. If we do pay a post-dated check over valid written notice of a post-dated check, we will only be liable for your actual damages. The maximum actual damage is the amount of the check.

## **Stopping Payment**

To stop payment on any check before it has cleared your account, you must notify us orally, in writing, or by submitting a stop payment request through Online Banking or Mobile Banking and paying the required fee. We can require you to confirm any oral request in writing within 14 calendar days, or the oral stop payment request may lapse. A stop payment request submitted in writing or through Online Banking or Mobile Banking is valid for six months, after which it will lapse unless you renew it while it is still in effect. Stop payment requests will be processed promptly, but we will not be responsible for a check we

pay within the first 24 hours after your request. You can request a stop payment form at any SAFE branch, through SAFE's Contact Center, or via online chat.

Your stop-payment request must include your account number and your check number. If the check number or account number you give us is incorrect, our automated system may not be able to find the check or stop the payment. We will not be liable for failing to stop payment if the information you provide us does not describe the check accurately enough for us to find and stop it.

If we do not carry out a timely, accurate stop-payment instruction, we are not required to reimburse you if the check discharged your valid obligation. If we do reimburse you, you assign to the Credit Union all claims against the person who cashed the check for the funds, and you agree to cooperate with our efforts to recover the funds. If you do not provide reasonably requested cooperation (such as refusing to assist in our pursuit of civil litigation against the person who cashed the check), we may deem the transaction to have been the result of your apparent consent and not credit your account.

You can also stop payments on certain types of EFTs, such as ACH payments and online bill payments, if you notify us in time. Refer to the "ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT" section of this Handbook for more information.

## **Lost or Stolen Checks**

You agree to notify us immediately upon the discovery of the loss or theft of your checkbook or of any number of blank checks. We recommend, and reserve the right to require, that you close your account and re-open it under a new number because of the risk of unauthorized use of your account that arises after your checks have been out of your possession.

## **Overdrafts**

If you do not have sufficient funds in your Checking Account to cover a debit transaction, an overdraft will be created. Overdrafts will be handled as explained here.

For purposes of this discussion of overdrafts, the following definitions apply:



- **“Available balance”** or **“available funds”** means the amount of money that you can withdraw from your account at the time a debit transaction is presented for payment. It is possible that not all funds on deposit in your account will be available funds. For example, amounts from non-cash deposits on which the hold has not yet been released and merchant debit card holds are excluded from your available balance. Other funds in your account may also be subject to hold and not be available for you to withdraw. See the “FUNDS AVAILABILITY” section of this Handbook for general rules about when funds from non-cash deposits to your accounts will become available funds.
- **“Ledger balance”** means the total amount of money on deposit in your account. Unlike the available balance, the **ledger balance** includes funds subject to holds.

We can pay debit entries presented against your Checking Account in any order consistent with applicable law.

We generally pay items in the order in which they are presented to us for payment in real time. If multiple items are presented in a single batch on the same day, we pay them in the order presented.

We do not control when merchants, third parties who initiate ACH payments out of your accounts, payees of checks you write, or others present items to us for payment. There may be a delay between when a payment is initiated (such as when your merchant purchase is approved or you initiate an Online Banking or Mobile Banking bill payment) and when it is actually presented to SAFE for payment and we determine your **available balance** or **ledger balance**.

The **available balance** or **ledger balance** when a debit transaction on your Checking Account is presented to us for payment may differ from the balance you see when you view your account through Digital Banking Services or your checkbook balance. Items that are processed on your account between the time you initiate a Checking Account debit transaction and the time it is presented to us, such as fees assessed, ACH deposits, or additional debit card transaction holds, can affect both your **available balance** and your **ledger balance**.

To minimize the risk of overdrafts, keep careful track of all Checking Account activity. To minimize potential fees associated with overdrafts, you may be able to establish a SAFE Savings or Money Market Account or Line of Credit as an Overdraft Protection Plan, as the associated costs are considerably lower than if we apply Courtesy Pay to pay the item or we return the item for insufficient funds. If we return an item presented against insufficient funds, the party to whom the payment was to be made may charge you late fees or returned payment fees in addition to any non-sufficient funds (NSF) fee that SAFE charges.

Overdrafts will be paid by an Overdraft Protection Plan or Courtesy Pay only on Checking Accounts. Any debit transaction presented against insufficient funds on a Savings or Money Market Account will not be paid. Courtesy Pay is not available for Business Accounts and some Fiduciary Accounts.

## Overdraft Protection Plans

You can establish Overdraft Protection Plans for your Checking Account(s) by authorizing overdraft protection transfers from an eligible overdraft source, such as your Savings or Money Market Account, or signing up for overdraft protection advances from a SAFE open-end credit plan if available under the credit plan’s terms. As long as you have available funds or credit in your designated Overdraft Protection Plan source(s) and are not in default on any of your obligations to us, the overdraft will be paid.

We will decide whether to transfer or advance funds from your Overdraft Protection Plan source(s) based on the **available balance** in your Checking Account at the time a debit transaction is presented to us for payment. If your **available balance** is insufficient to pay the debit transaction and you have funds or credit available in your Overdraft Protection Plan source(s), we will transfer or advance funds to cover the overdraft.

If you designate more than one Overdraft Protection Plan source, we can choose which source(s) to access in any order. Overdraft Protection Plans cover all Checking Account debit transactions.



1. **Overdraft Protection Plan funds transfers** from Savings or Money Market Accounts will be available whether you authorize them orally or in writing. Overdraft Protection Plan account transfers will be in an amount sufficient to cover the overdraft and will not be available if the transfer would cause you to fall below any required minimum balance on the source account.
2. **Overdraft Protection Plan credit advances** require that you apply for and be approved for an open-end credit plan and designate the open-end credit plan as an Overdraft Protection Plan source. You can designate the open-end credit plan as an Overdraft Protection Plan at any time by notifying us in writing that you want the open-end credit plan to be an Overdraft Protection Plan source. Any Overdraft Protection credit advance will begin to accrue finance charges as soon as it posts. Refer to the current version of the applicable credit plan agreement for details. Overdraft Protection credit advances will be in an amount sufficient to cover the overdraft and will not be available if making the advance would cause you to exceed the credit limit on the credit plan.

### Standard Overdraft Practices Including Courtesy Pay

Standard Overdraft Practices, including Courtesy Pay, apply to checks, ACH debit entries, Online Banking or Mobile Banking payments, and recurring pre-authorized Debit Card payments. Only if you opt in, Courtesy Pay will apply to everyday Debit Card transactions and ATM transactions.

If you have not set up an Overdraft Protection Plan or if neither funds nor credit is available under your established Overdraft Protection Plan, under Courtesy Pay, SAFE may, at our sole discretion: (a) pay a debit transaction, such as a check or Online Banking or Mobile Banking payment, presented on your Checking Account that does not have sufficient funds to cover ("paid NSF") and charge a fee for doing so; (b) return it if it is a check or ACH payment, in which case we may charge a Returned NSF Item fee; or (c) decline the payment, in which case no fee will be charged.

(Refer to SAFE's Fee Schedule for current Courtesy Pay and Returned NSF Item fees.)

1. Whether we may assess a fee to pay items under Courtesy Pay depends on your **ledger balance** at the end of the day for all covered transaction types. If at the end of the day your **ledger balance** is positive, no Courtesy Pay fees will be assessed. If you have opted into Courtesy Pay for ATM and everyday Debit Card transactions, as long as your **available balance** is sufficient to cover the ATM or everyday Debit Card transaction when it is presented to us for authorization, no Courtesy Pay fee will be charged, even if your **ledger balance** at the end of the day is insufficient.
2. We may assess a Returned NSF Item fee if we return a check or ACH payment when you do not have sufficient **available funds** at the time we elect not to pay it. If we decline to pay other Checking Account transactions against insufficient funds, no fee will be charged. If a check or ACH payment is presented against insufficient funds more than once, we may charge a Returned NSF Item fee each time it is presented.
3. Payment of debit transactions under Courtesy Pay is never guaranteed. Unless you have an Overdraft Protection Plan in good standing with available funds or credit, we can return unpaid or decline any debit transaction that would cause your Checking Account to fall below a zero balance. If we do pay rather than return an NSF item, you must deposit an amount sufficient to restore your Checking Account to a positive balance within 30 days. Courtesy Pay payment of overdrafts may not be available in the following situations: (a) your Checking Account is less than 30 days old; (b) your Checking Account does not receive regular deposits; (c) any Owner of the Checking Account is in default on any obligation to us; (d) in our sole judgment, you have initiated too many Checking Account withdrawal transactions against insufficient funds; (e) there are legal orders pending against any SAFE account of yours; (f) payment of the item would result in a negative balance in excess of any limit we

set internally; or (g) the transaction is an everyday Debit Card transaction or ATM transaction and you have not opted in to our paying such items against insufficient funds.

4. You can change your Courtesy Pay elections at any time by notifying us. If you prefer to opt out of Courtesy Pay in all cases, notify us orally or in writing. Any check or other debiting (payment) entry presented against insufficient funds in your Checking Account will be returned unpaid or declined unless you have funds or credit available from an Overdraft Protection Plan. In making this election, you should consider that your payees may charge late payment or returned payment fees in addition to the Returned NSF Item fee that we will assess.
5. Even if you have an Overdraft Protection Plan or use Courtesy Pay, SAFE can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account such as check “kiting.”

### **ACH Representation of NSF Items**

If a check you wrote on a SAFE Consumer Account is returned unpaid due to insufficient funds, or a check on another consumer’s account that you deposit to a SAFE account is returned unpaid by the institution on which it was drawn due to insufficient funds, the check may automatically be represented through the ACH system. To qualify for representment, the check cannot have been presented for payment more than twice previously and must meet other SAFE and ACH representment criteria as amended from time to time. In addition, the face of the check must indicate that the item was returned NSF, and the check must not be altered or forged.

You waive protest and notice of dishonor for nonpayment of deposited returned items.

### **Check 21 and Substitute Checks**

The “Check Clearing for the 21st Century Act,” commonly known as “Check 21,” took effect in 2004. It allows financial institutions to “truncate” clearing checks by creating an electronic image of a check rather than using the original paper check. The electronic image is called a “substitute

check.” The substitute check includes the front and back of the original check and the legend, “This is a legal copy of your check. You can use it the same way you would use the original check.”

As a result of Check 21, many checks you write will be processed electronically, with the result that checks you write can clear in a matter of minutes or hours, rather than days. You should not write checks intending to make deposits to cover them later unless you plan to rely on an Overdraft Protection Plan.

### **Preauthorized Drafts**

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your Checking Account number along with your routing and transit number and authorize them to use the information to debit your Checking Account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your Checking Account information to the payee is considered authorized by you, even though you have not signed a check.

## FIDUCIARY ACCOUNTS

### General Terms

Fiduciary accounts require separate applications and may be subject to additional documentation requirements. For more information about Fiduciary Accounts, ask a SAFE representative.

The following Fiduciary Accounts may be established:

1. A revocable trust account where the member retains the power to revoke the trust or where the member is the Beneficiary;
2. An irrevocable trust where the member was the settlor or is the current Beneficiary;
3. A conservatorship account where the member is the Conservatee;
4. A guardianship account where the member is the Ward;
5. An account for the estate of a deceased member;
6. A Uniform Transfers to Minors Act (UTMA) account where the member is the minor Beneficiary; or
7. A Social Security or Veterans Affairs benefits representative payee account where the member is the Beneficiary.

The singular implies the plural if there is more than one Fiduciary or Beneficiary.

For security reasons, we generally do not permit a Fiduciary to establish SAFE membership on behalf of incapacitated adults who were not members prior to establishment of the fiduciary relationship. Parents or legal guardians may be permitted to establish membership on behalf of their minor children, either through a joint account with the minor child as a member, a guardianship account, or an UTMA account.

If an Owner appoints an attorney-in-fact using a valid power of attorney, that attorney-in-fact will, upon request to us, be added to the Owner's account(s) with the designation "POA," consistent with the powers enumerated in the power of attorney document. Unless the power of attorney limits the attorney-in-fact to specific transactions that we can monitor, the attorney-in-fact will, subject to legal limits, be able to conduct all transactions on the account that the Owner can conduct. The attorney-

in-fact will not, however, acquire an ownership interest in the account. Appointment of an attorney-in-fact will not relinquish any Owner's control of the account unless we receive documentation that a court has determined the legal incapacity of the Owner.

A Fiduciary who is already a member may establish Fiduciary Accounts where they are also the Beneficiary of the fiduciary relationship (common with revocable trusts) without reapplying for membership.

All Fiduciary Accounts are subject to Customer Identification Program requirements.

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

We cannot and do not monitor compliance with express or implied multiple signature requirements in trust agreements, powers of attorney, court orders, or similar documents. Any Fiduciary is responsible for complying with multiple signature requirements and expressly agrees to defend, indemnify, and hold SAFE harmless from any claims, damages, losses, liability, or expenses resulting from non-compliance with multiple signature requirements.

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

Fiduciary agrees to comply with all terms of all SAFE agreements governing services provided to them in their fiduciary capacity and to the Beneficiaries of their fiduciary relationships.

Fiduciary agrees to defend, indemnify, and hold SAFE harmless from any claims, damages, losses, liability, or expenses resulting from the manner in which they handle the proceeds of Fiduciary Accounts unless we fail to comply accurately with instructions provided by Fiduciary. If we do fail to comply accurately with instructions of a Fiduciary, our liability will be limited to actual damages not to exceed the amount of the transaction. We do not act as

a Fiduciary or monitor Fiduciary's compliance with their legal duties to the Beneficiaries of fiduciary relationships.

Overdraft Protection Plans may be available on some Fiduciary Accounts; ask for details. Standard Overdraft Practices are available only on revocable trust accounts.

SAFE Bylaws and procedures, this Handbook, the current Truth in Savings Disclosure and Fee Schedule, and applicable law, as amended from time to time, govern all transactions on Fiduciary Accounts opened using the SAFE Fiduciary Account Application and Agreement.

SAFE has no obligation to independently verify the authenticity of documents presented to establish any Fiduciary's appointment or authority.

The Fiduciary agrees to notify SAFE if their authority is terminated by the substitution of another person to act in the Fiduciary's place, such as by a written modification to a trust substituting another person to act as Trustee or by court order. SAFE has no duty to independently verify the authenticity of documents terminating a Fiduciary's authority.

SAFE may honor a Fiduciary's instructions on the account(s) until notified in writing of termination of authority as Fiduciary.

SAFE has no duty to honor requests regarding the account by any person other than: (1) a Fiduciary of whose authority SAFE has actual written notice or (2) a court of competent jurisdiction. Conflicting court orders will prevail over the instructions of any Fiduciary.

Each Fiduciary warrants that all actions on the account(s) will be consistent with the fiduciary obligations to act at all times in the best interest of the Beneficiary of the fiduciary relationship. Fiduciary will at Fiduciary's expense defend, indemnify, and hold SAFE harmless from any and all claims, suits, or liability of any kind directly or indirectly resulting from SAFE's handling of transactions on the account(s) consistent with the Fiduciary's instructions or the instructions of a court of competent jurisdiction.

The Fiduciary will provide all instructions regarding the accounts to SAFE indicating the fiduciary capacity. For example, if a Conservator, the Fiduciary will sign checks (if a Checking Account is opened) "*Fiduciary Signature*, Conservator of the Estate of NAME OF CONSERVATEE."

SAFE has the right to refuse to honor Fiduciary instructions if they appear to be uncertain or incomplete, the signature does not appear to be authentic, or if SAFE reasonably believes following the instructions would violate applicable law or cause SAFE to incur a loss. If this happens, SAFE will generally notify the Fiduciary in writing and may require further verification from the Fiduciary.

The Fiduciary is solely responsible for filing any reports, forms, or tax documents required by law with respect to the funds in the account(s) and the disposition of funds in the account(s).

SAFE has no obligation to inquire into the validity of the fiduciary relationship, the Fiduciary's authority, or the disposition of funds in the account(s). Payment of funds in the account(s) to any person or entity at the Fiduciary's request consistent with the Fiduciary's instructions will release and discharge SAFE from all liability to the Fiduciary, to the Beneficiary of the fiduciary relationship, or to any third parties who claim an interest in the funds.

The Fiduciary warrants having read and understood the Fiduciary Account Information Record and Agreement and received a copy of it. The Fiduciary warrants having the authority to open the account(s) in the designated fiduciary capacity and agrees to abide by all terms applicable to SAFE Fiduciary Accounts set forth in this Handbook and other documents governing the account(s).

The Fiduciary understands that SAFE operates in an automated processing environment and cannot monitor compliance with court orders, trust agreements or the like as to multiple signature requirements or any other restrictions or requirements as to use of funds in account(s) opened in a fiduciary capacity. The Fiduciary agrees that the Fiduciary has sole responsibility for ensuring compliance with such requirements and agrees, at Fiduciary's expense, to defend, indemnify, and hold SAFE harmless from any claims, damages, or liability arising from failure to obtain required signatures or otherwise comply with restrictions and requirements set forth in documents or other agreements or understandings establishing the Fiduciary's responsibilities.

Any change in the account(s) must be in writing and pursuant to: (a) written instructions by the Beneficiary of the fiduciary relationship if they have capacity to act, (b) written instructions by all current acting fiduciaries, or (c) a court order.

## Terms Specific to Uniform Transfers to Minors Act Accounts

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

1. Custodian (including any named Successor Custodian) agrees that the account established under the UTMA Agreement will be subject to the California Uniform Transfers to Minors Act (or the Uniform Transfers to Minors Act in effect in the state in which the minor resides at account opening) ("the Act") and the following terms and conditions, in addition to the terms of this Handbook, the Truth in Savings Disclosure (including Fee Schedule), and the Bylaws of SAFE.
2. The Current Custodian will hold all of the proceeds in the UTMA Account, including dividends and subsequent additions to the account, in accordance with the Act for the named Minor. Any funds placed in the UTMA Account shall be an immediate and irrevocable gift to the Minor.
3. Consistent with the Act, SAFE will permit only one Custodian on the UTMA account at any time, and even then, only during the minority of the Minor (not to exceed age 21). The Minor is the Beneficiary of the UTMA. The Current Custodian shall be: (a) the Custodian signing this Agreement, or if the Custodian resigns, dies or becomes incapacitated before the

Minor reaches the termination age specified for the UTMA account or (b) (i) the Successor Custodian named by the Transferor, or if the Transferor named no Successor Custodian, (ii) the Successor Custodian named by the Custodian, or (iii) if neither the Transferor nor the Custodian name a Successor Custodian, a Successor Custodian designated in accordance with the Act.

4. SAFE will permit only the Current Custodian to withdraw funds from the UTMA Account. By withdrawing funds, the Current Custodian represents and warrants to SAFE the withdrawal is made solely on behalf of and for the benefit of the Minor. If the UTMA Account is established by a court order indicating that no withdrawals shall be made until the Minor reaches a specified age, no withdrawals will be allowed unless the court later orders otherwise. By opening a UTMA Account, the Transferor or Custodian certifies under penalty of perjury that a copy of any court order associated with the UTMA Account has been provided to SAFE and agrees to comply with the terms of the court order. The Current Custodian agrees to defend, indemnify and hold SAFE harmless from any claim or liability to any person that results from any alleged or actual improper withdrawal from the UTMA Account or any failure to comply with any court order related to the UTMA Account.
5. The Current Custodian agrees to expend for the Minor's exclusive benefit as much of the funds in the UTMA Account as the Current Custodian, in their discretion, finds advisable for the support, maintenance, education, and benefit of the Minor, without regard to the duty or ability of anyone to support the Minor or any resources that might be available for such support.
6. The UTMA Account shall terminate automatically when the Minor reaches the age specified on the UTMA Application. At that time the balance of the UTMA Account shall be distributed to the Minor. This election is irrevocable and governed by the Act. The Custodian, not the Credit Union, is responsible for distributing funds to the Minor at account termination.
7. If the Minor dies before reaching the termination age specified in the UTMA Agreement, the funds shall be



a part of the estate of the Minor and distributed as required by law. The Current Custodian agrees not to withdraw funds from the UTMA Account following the death of the Minor unless court approval has been obtained and a copy of the court's approval provided to SAFE, or the account is eligible for distribution outside probate under applicable state law.

8. The Current Custodian waives any right to compensation for serving as Custodian of the UTMA Account.
9. The Current Custodian agrees to defend, indemnify, and hold SAFE harmless from any claims, suits, or liability directly or indirectly resulting from SAFE's handling of the UTMA Account consistent with the authenticated instructions of the Current Custodian.
10. SAFE can refuse to honor the Current Custodian's instructions if they are uncertain, the signature appears inauthentic, or SAFE reasonably believes following the instructions would violate applicable law or could result in a loss to SAFE. SAFE will generally notify the Current Custodian if SAFE refuses to honor the Current Custodian's instructions.
- 11. SAFE does not provide legal, tax, or financial advice. Any legal, financial, tax or other questions regarding the UTMA Account should be directed to a qualified legal, tax, or financial advisor of the Current Custodian's choosing.**

## CREDIT UNION OFFICIAL CHECKS

If you obtain an official check drawn on SAFE, we are generally guaranteeing the payment of the check. For that reason, we will only accept a request for a refund or replacement after we receive a written declaration under penalty of perjury that the check has been lost, stolen, or destroyed. The declaration must be signed by you, and in some cases, by the payee of the check.

If we receive the refund or replacement request after the check has cleared, we will not be responsible for the loss.

We will generally not issue a refund or replacement check until 90 days after the date of the original check. Any earlier refund or replacement will be made solely as a courtesy, and we may require you to post a lost instrument bond.

Once we have issued a refund or replacement check, we are discharged from further liability. If a holder in due course presents the original check, you must pay the proceeds of the original check to the holder or to us (if we are required to pay the original check). If you fail to meet this obligation, you agree that "Our Right to Recover What You Owe Us" applies. If we cannot recover our loss by exercising "Our Right to Recover What You Owe Us," you agree that we can recover our reasonable attorney's fees and costs of suit if we take legal action to collect what you owe.

## WIRE TRANSFERS

This section of the Handbook covers wire transfers SAFE receives and sends on your behalf. Wire transfers are subject to applicable laws and regulations including but not limited to the law of the State of California, Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. Refer to the "ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT" section of this Handbook for information about consumer fund transfers conducted via the ACH network. If Remittance Transfer Rules apply to an international funds transfer for personal, family, or household purposes, you will receive a disclosure to that effect when you initiate the transfer.

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

We reserve the right to select the payment network through which we will carry out your funds transfer instructions as long as our choice is reasonable. We will not be liable for damages to you or to any third party as long as we accurately carry out in a reasonable manner the wire transfer instructions we receive from you if we send a wire on your behalf or from the sending institution if we receive a wire on your behalf.

Wire transfers can be lost, misdelivered, or delayed due to circumstances beyond our control. You assume such risk and agree that we will have no liability to you or any third party as a result of errors, interruptions, or delays in wire transmission except to the extent they arise from our gross negligence or intentional misconduct. We will not be liable to you for errors by other institutions involved in the processing of wire transfers.

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

Wire transfer instruction errors may delay the receipt of wires.

We can refuse to carry out or delay carrying out wire transfer instructions and have no liability to you or any third party for doing so if we have reason to believe:

1. The instructions are unclear or are not authentic;
2. Carrying out the instructions could cause the Credit Union a loss;
3. The transaction violates federal or state law; or
4. We are notified by the Office of Foreign Assets Control or any other governmental body exercising its lawful jurisdiction that we must block or prohibit the transaction.

Fees apply to wire transfers. Refer to SAFE's Fee Schedule.

### **Wire Transfers We Receive**

We will carry out the terms as transmitted by the sending financial institution. We have no obligation to correct erroneous spelling or account numbers. We will follow account numbers, not names, in posting incoming wires, unless we have actual knowledge that the name and account number do not match. If we have actual knowledge that the name and account number do not match, we may, at our option, post the wire according to the account number or return the wire to the sending institution.

We will not be responsible for any direct, indirect, or consequential claims, damages, losses, or liability that you allege occurred due to a failure to post a wire to

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

Unless a specific account is indicated, we will post wired funds to your Checking Account if you have one or to your Savings Account if you do not have a Checking Account.

If we receive an erroneous wire to your account, the sending party can reverse the transaction and the amount of the wire will be deducted from your account. We will notify you if this happens, and you agree to immediately restore any resulting negative balance upon our demand. If you do not do so, you agree that "Our Right to Recover What You Owe Us" applies.

You agree that we are not required to provide notice to you if we receive a wire transfer on your behalf. It is your responsibility to confirm that funds you expect to receive via wire transfer are posted to the appropriate account. You may telephone us (see "HOW TO CONTACT US" at the end of this Handbook), visit any SAFE Branch, or use Digital Banking Services like CALL-24, Online Banking, or Mobile Banking to review account activity.

### **Wire Transfers We Send**

We can process wire transfers from your accounts and will carry out your written instructions upon receipt of your request. Wire transfer requests can be made in person at one of our Branches during our normal business hours. The wire transfer request cutoff time is 2:30 p.m. Pacific Time. Outgoing wire transfer requests received after the cutoff time will be processed on the next business day. A wire transfer form is required for each request. Collected funds must be available in the account you designate as the source of the wire to cover the transfer amount plus any applicable fees. We can select any conventional means for processing your wire transfer. Except for certain types of international wires, wire transfer orders do not apply to funds transfers taking place through the Automated Clearing House system. Once a wire has been

sent, it generally cannot be amended or canceled and is considered irrevocable.

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

We reserve the right, but do not undertake the obligation, to refuse to complete a wire transfer request if we receive an incomplete wire transfer request form. If you or your intended recipient give us additional information or documentation, we may use it to validate your instructions, but we cannot be held liable if the information does not match your instructions on the wire transfer form. You agree to defend, indemnify, and hold us harmless from any costs we incur as a result of carrying out instructions on your wire transfer form, including unanticipated costs we incur. Any such costs that you do not reimburse immediately upon our request will be subject to "Our Right to Recover What You Owe Us."

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

## Security Procedures

We may establish security procedures to verify the authenticity of any wire transfer. By submitting a wire transfer, you confirm your agreement that these security procedures are reasonable. You will be notified of the security procedure, if any, to be used to verify wire transfers authorized by you or for which your account will be liable.

Your wire transfers may be delayed if you give us erroneous information or if you have not kept current your contact information that we maintain in our records. They may be further delayed if we are unable to perform our security procedures due to no fault of ours.

## Remittance Transfers

Remittance transfers are consumer electronic transfers of funds outside the United States whether initiated via the ACH system or a wire transfer. They are governed by Consumer Financial Protection Bureau Regulation E and other laws and regulations governing wire transfers. When you initiate a remittance transfer, you will receive a written disclosure required by law. That disclosure will, among other things, explain how you can cancel a remittance transfer before it is sent and the time you have to do so. The disclosure will also include information on dispute resolution and applicable timeframes for disputes.

## ADDITIONAL SERVICES

### Co-op Shared Branch Locations

Members may conduct transactions on their SAFE accounts at Co-op Shared Branch locations. All transactions conducted at a Co-op Shared Branch location are subject to Co-op Shared Branch operating procedures, policies, and fees. Transactions are subject to SAFE's account terms and disclosures and host credit union verification.

Transactions at Co-op Shared Branches are subject to SAFE verification. To access your SAFE account at a Co-op Shared Branch, you must provide the Co-op Shared Branch participant credit union your name, account number, and identification.

Services you may be able to obtain on your SAFE accounts at Co-op Shared Branches include deposits, withdrawals, account inquiries, transfers of funds, loan payments, and loan advances. Other Co-op Shared Branch services may be subject to a Co-op Shared Branch fee.

You will receive receipts for your Co-op Shared Branch transactions. Transactions made at Co-op Shared Branches are processed on the same business day. All Co-op Shared Branch transactions will appear on your periodic statement for the account used. Co-op Shared Branch days of operation are generally Monday through Friday excluding weekends and holidays, though some locations may offer weekend hours.

## FUNDS AVAILABILITY POLICY

### Your Ability to Withdraw Funds at SAFE

When you deposit a non-cash item (such as a check) drawn on another financial institution, there is always a delay before the item is presented to the institution on which it is drawn and we receive payment. Therefore, funds from your deposits will not always be available to you immediately. 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 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®, Apple Pay® or Google Pay™) 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 some or all of your deposits. Among the many factors we may consider at our discretion are the following:

- 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.

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

### 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:** 6:00 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.

### 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 "Other Check Deposits" below). Electronic deposits are considered received when we have received *both* information on the account and amount to be credited *and* finally collected funds.

### 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 (e.g. ATM, Night Depository, Express Deposit Box)



If you make the following types of deposit 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

## 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 "Other Check Deposits" below)

## 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 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 "Longer Days May Apply" below.

## 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.
- Funds from checks deposited by Remote Deposit Capture may be held until final collection from the financial institution on which they are drawn.

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.

## 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.

## Location of Check Endorsements

Federal law requires all check endorsements to be in the first 1½ inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that do not comply with the endorsement standards.



## FEES

Refer to SAFE's current Fee Schedule for fees that can apply to SAFE accounts and information about how to qualify for waivers of certain fees.

## ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE STATEMENT

### Introduction

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your accounts that are started electronically. This ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT ("EFT AGREEMENT") applies to electronic money transfers initiated by the following means into and out of your SAFE accounts:

1. Our Digital Banking Service platforms and the various devices and payment services through which funds can be sent and received, such as CALL-24 Phone Banking, Online Banking, Mobile Banking, Online Bill Payment, Online Money Movement such as Person-to-Person payments and External Account-to-Account transfers, and Alexa Voice Banking.
2. Our Electronic Payment Cards (ATM Cards and Visa® Debit Cards, "Card") and the various devices and payment services you can use or to which you can link your Card to make payments or deposits, such as ATMs and point-of-sale Card terminals, and digital wallet services like Apple Pay®, Google Pay™, Samsung Pay®, Garmin Pay™, and others as they become available.
3. The Automated Clearing House (ACH) network, which you can use to enable one-time or recurring transfers into or out of your SAFE accounts, such as direct deposit of net pay or automatic payment of recurring bills.
4. Wire transfers initiated through Payments Exchange: Fedwire and other wire services we may select at our discretion are subject to different terms (see the "WIRE TRANSFERS" section of this Handbook).
5. Some third-party payment services may allow you to link more than one SAFE EFT service delivery channel to their service to make payments. For example, PayPal® allows you to enroll using your Checking Account and routing number, in which case PayPal® payments will be initiated through the ACH network, or your Debit Card number, in which case PayPal® payments will be initiated using your Debit Card.

In this EFT AGREEMENT and elsewhere in this Handbook, SAFE-issued physical devices you can use to initiate EFTs, such as ATM Cards or Debit Cards, may be referred to collectively as "access devices," and personal identification numbers (PINs), passwords, and similar combinations of letters, numbers and/or symbols required to access EFT services may be referred to collectively as "access codes."

For access codes other than ATM/Debit Card PINs, the access code is linked to an Authorized Person. Any Authorized Person can request an access code. That access code will enable that Authorized Person to view or otherwise obtain account information and conduct transactions on any SAFE account on which that person is authorized, subject to any transaction limits SAFE has agreed in writing to impose on the Authorized Person's access to specific accounts.

For Cards, a PIN is assigned to each Card issued. We issue Cards consistent with the instructions of any Authorized Person on an account that is eligible for Card issue. If issued, a Card will be able to access all Card-eligible accounts owned by the Authorized Person to whom the Card is issued.

We reserve the right to restrict or prohibit EFT services on certain account types. For example, you will be able to view Certificate Accounts in some Digital Banking platforms, but you will not be able to initiate Digital Banking transfers into or out of Certificate Accounts.

## **Digital Banking Service EFTs – Access to Your Accounts Anywhere, Anytime**

### **Description**

SAFE's Digital Banking Services allow you to access your accounts, transfer funds, and initiate payments, 24/7, from anywhere in the world. Access CALL-24 by touch-tone telephone and Online Banking and Mobile Banking by personal computer with internet access or internet-enabled smart mobile device such as a mobile telephone, tablet, or virtual assistant.

### **CALL-24 Phone Banking**

#### **Setup**

At your request, we will assign an Authorized Person a unique and confidential Digital Banking CALL-24 PIN. You will be able to change your CALL-24 PIN to one of your own choosing. You will be able to use your CALL-24 PIN, along with your member number and a touch-tone phone to access CALL-24 Phone Banking. To protect your accounts, we may require you to answer security questions or follow additional security protocols if you are enrolling for the first time.

#### **Available CALL-24 Phone Banking Services**

By dialing the CALL-24 dedicated phone number from a touch-tone phone, keying in your CALL-24 PIN, and following the prompts, you can:

1. Transfer funds from one SAFE account of the Authorized Person to another SAFE account of the same Authorized Person;
2. Request an open-end credit advance on an account of the Authorized Person and have the advance deposited to the Share Savings or Checking Account of the same Authorized Person;
3. Transfer a loan payment from the Savings or Checking Account of the Authorized Person to a SAFE loan of the same Authorized Person; and
4. Obtain account information such as transaction posting, account balances, dividends posted, last deposit received, and checks cleared.

## **Online Banking and Mobile Banking**

### **Setup**

With your personal computer or internet-enabled smart mobile device you can enroll in Online Banking or Mobile Banking to gain access to most accounts on which you are an Authorized Person. To protect your accounts, we will require you to follow additional security protocols if you are enrolling for the first time or using an unfamiliar device to access Online Banking and Mobile Banking. To enroll, go to our website, [www.safecu.org](http://www.safecu.org), and follow the Online Banking enrollment instructions. Online Banking enrollment will give you automatic access to Online Banking transfers, Mobile Banking, and Text Banking, but you must download the SAFE Mobile Banking application (App) to use Mobile Banking and enroll your mobile device in Online Banking to use Text Banking. When accessing SAFE Mobile for the first time via the Mobile Banking App, a one-time authentication code will be issued via text as an additional security measure. It will be sent to the phone number you have on file with us. To complete the verification and registration process, you will be required to reply via text with the one-time authentication code. Future Mobile Banking logins will require your username and access code (or fingerprint or facial authentication on enabled devices).

### **Available Online Banking and Mobile Banking Services**

Within Online Banking and Mobile Banking, you will also be able to enroll in SAFE's Online Bill Payment, Online Money Movement, Alexa Voice Banking, Text Banking, MyDeposit (PC-based remote deposit), and Mobile Deposit (mobile device camera-based remote deposit) Services. These services are subject to the terms of this Handbook and additional terms disclosed to you when you enroll. Additional Digital Banking services may become accessible in the future. Some Digital Banking Services, such as MyDeposit and Mobile Deposit, may require approval.

Services marked with an asterisk (\*) in this section are available via Digital Banking Services but are not Electronic Funds Transfers or subject to the Electronic Funds Transfer Act or Consumer Financial Protection Bureau Regulation E.

1. You can use Online Banking (and Mobile Banking where you see "(MB)") to:
  - a. View a list of your accounts, available balances, account details and transaction history (MB)\*
  - b. View cleared SAFE check images (MB)\*
  - c. Export account history directly into personal finance software such as QuickBooks® and Quicken®\*
  - d. Initiate transfers between your SAFE accounts (MB)
  - e. Initiate transfers to accounts of other SAFE members (MB)
  - f. If you are enrolled in Online Money Movement, initiate ACH transfers to accounts you have with other financial institutions (MB)
  - g. Set up one-time or recurring online Bill Payments (MB)
  - h. Set up electronic Bill Presentment (available from select billers)\*
  - i. Enroll in, access, and terminate your enrollment in eStatements (electronic versions of your SAFE account and loan statements, IRS information returns, and other notices and disclosures) (MB)\*
  - j. Open and fund additional SAFE accounts (except IRA or Fiduciary Account) (MB)
  - k. Complete pre-filled SAFE loan applications (MB)\*
  - l. Enroll in email or text account status alerts (MB)\*
  - m. Order replacement Debit Cards (MB)\*
  - n. If enrolled in Online Money Movement, send money with our Person-to-Person service using the recipient's email address or cell phone number (MB)
  - o. Submit personal check stop payment requests (MB)\*
  - p. Order SAFE checks (MB)\*
  - q. Update your personal information including postal address, email address, and telephone number(s) (MB)\*
  - r. Update your Online Banking access credentials (MB)\*
  - s. Enroll in Text Banking\*
  - t. Submit deposits to SAFE via MyDeposit\*
2. In addition to the Online Banking services marked "(MB)" above, you can use the SAFE Mobile Banking App on your internet-enabled smart phone or tablet to:
  - a. Submit deposits to SAFE via Mobile Remote Deposit Capture\*
  - b. Use Location Finder to find surcharge-free ATMs, SAFE Branches, deposit-taking ATMs and Co-op Shared Branch locations\*
  - c. Use Text Banking to access Mobile Banking by entering text commands on your mobile device
  - d. View a list of your accounts and available balances\*
  - e. View individual account transaction history\*
  - f. Transfer money between accounts under the same core member number
  - g. Unsubscribe from Text Banking\*
3. If you elect to enroll in eStatement delivery ("eStatements"), SAFE will make periodic account and loan statements and other required and permitted notices and disclosures on SAFE accounts and loans, such as IRS information return copies and change-in-terms notices, available electronically instead of mailing paper copies. You must be enrolled in Online Banking and have a computer or smart phone with internet access and software that enables you to view and save or print PDF documents to enroll in eStatements. If you wish to print copies of your eStatements and other documents that are made available to you electronically, you will need a compatible printer.
 

We will deliver documents to you electronically by sending you an email indicating that they are available for pickup in SAFE's Online Banking and Mobile Banking channels. Documents we provide electronically will have the exact same information as paper statements. You will have the same opportunities to contact us about any errors or problems. You can download and print any electronic documents we send you.

You can discontinue eStatements at any time in Online Banking or Mobile Banking by choosing the "Cancel

eStatements” option under the Profile menu within the eStatement portal. If you cancel eStatements, we will send statements and other documents to you via postal mail. You can also cancel paper statements and other paper documents at any time by enrolling in eStatements.

Even if you have enrolled in eStatements, SAFE reserves the right, at our sole discretion, to mail paper documents to you at your most recent address in our records if we deem it necessary or advisable.

We will honor the most recent statement delivery method instructions of any Authorized Person on your account(s). However, if we receive conflicting instructions, we will send paper statements.

### ***Additional Terms Applicable to Digital Banking***

If funds are sent through the Person-to Person payment service and the recipient does not claim the funds within 10 days, the transaction will be reversed and the money restored to the payment source account.

At the time of this publishing, Digital Banking information is encrypted by Secure Socket Layers (SSL) capable of 128-bit encryption. The latest mainstream browsers that support 128-bit encryption are required for access to Digital Banking. As advancements are made in internet security and encryption standards, software requirements may change. Refer to our website at [www.safecu.org](http://www.safecu.org) for current requirements and a list of supported operating systems and browsers.

The Digital Banking Bill Payment system will give you an estimated time it will take your payments to reach your payees. This will depend on whether the payee accepts electronic payments or requires payment by check. You are responsible for scheduling Bill Payments to arrive at your payees on time. SAFE will have no liability to any third party arising out of your use of the Bill Payment service within Digital Banking except for actual damages (limited to late fees and interest) arising out of failure to timely and accurately process a Bill Payment consistent with the instructions you enter. In no event will SAFE be liable for alleged consequential, indirect, or punitive damages arising out of your use of the Bill Payment service, such

as alleged lost business opportunities or alleged harm to your credit standing.

You can cancel Bill Payments you have set up within the Digital Banking system at any time before the payment has begun to process. However, once a bill payment has begun to process, it cannot be stopped, and you must resolve any dispute you have directly with the person or company to whom you made the payment.

### ***Fees for Digital Banking Services***

Refer to the agreement for the applicable Digital Banking product for fees associated with Digital Banking Services.

### ***Limits on Digital Banking Use***

Payments initiated via the Person-to-Person service, Bill Pay, or Loan Payment are subject to transaction limits as disclosed in applicable agreements. Digital Banking transfers and withdrawals are subject to the “Deposits, Withdrawals, Payments, and Transfers” section of this Handbook.

If your access code is entered incorrectly numerous times, Digital Banking can block access to your account. You can unlock your account in Online Banking or Mobile Banking, or you may contact SAFE to have your access reset. To unlock your account online or via the SAFE Mobile App, you will need to reset your password by providing your username and the phone number associated with your account, and a temporary password will be sent to the phone number on file for your account. If you do not remember your username, you can request your username be sent to the email address on file for your account.

Your access may also be locked if you incorrectly enter the temporary passcode numerous times when accessing your accounts from an unrecognized device.

SAFE uses current encryption technology for Digital Banking to protect your accounts and information. However, we cannot guarantee the security of information transmitted over the internet.

Digital Banking is generally available 24 hours a day, seven days a week, subject to service interruptions for routine and emergency maintenance.

## Documentation of Digital Banking Transactions

Digital Banking transactions will be reflected on your periodic statements. You can use Online Banking, Mobile Banking, or CALL-24, to review account activity at any time.

## Unauthorized Digital Banking Transactions

Notify SAFE immediately if you believe an unauthorized person has gained access to your Digital Banking access credentials or if actual unauthorized Digital Banking transactions have occurred on your account. You should also change your username and access code immediately. See the separate "Unauthorized Transactions" provisions of the "Terms Applicable to All EFTs" portion of the "EFT AGREEMENT" section of this Handbook about your potential liability for unauthorized Digital Banking transactions. See "HOW TO CONTACT US" at the end of this Handbook to learn how to contact SAFE to report unauthorized transactions or if you know or suspect an unauthorized person has gained access to your access credentials or an access device.

## Additional Terms

Refer to the "Terms Applicable to all EFTs" section of this EFT AGREEMENT for additional terms that apply to Digital Banking.

## Visa® Debit Card and ATM Card EFTs

### Description

A Debit Card bears the Visa® logo but is not a credit card. It allows you and anyone you authorize to use the Debit Card, wherever Visa® cards are accepted, to order the Credit Union to make payments from your SAFE Checking Account without writing a check. You can also use a Debit Card to do anything you can with an ATM Card.

An ATM Card allows you, and anyone you authorize to use the Card, to request that the Credit Union make withdrawals from your linked SAFE Checking or Savings Account via an ATM.

### Setup

Your membership must be in good standing, and you must have a SAFE Checking Account to request and qualify for a Debit Card. Your membership must be in good standing, and you must have a SAFE Savings Account to request and qualify for an ATM Card.

## Available Services

1. At SAFE proprietary ATMs, you can use your Debit Card or ATM Card to:
  - a. Withdraw cash from your SAFE accounts;
  - b. Deposit funds to Savings and Checking Accounts;
  - c. Transfer funds from Savings and Checking Accounts to Savings or Checking Accounts;
  - d. Make SAFE loan payments; or
  - e. Obtain balance information on Savings or Checking Accounts.

Proprietary ATMs are ATMs we own and operate and are identified with SAFE signage.
2. At Network (non-proprietary) ATMs designated by SAFE, you can use your Debit Card or ATM Card and PIN to:
  - a. Withdraw cash;
  - b. Transfer funds;
  - c. Obtain SAFE Savings and Checking Account balances;
  - d. Purchase American Express Travelers Cheques (at American Express-designated ATMs only); or
  - e. Make deposits to SAFE Savings and Checking Accounts (Co-op ATMs only).
3. You can also use a Debit Card (but not an ATM Card) to:
  - a. Pay participating merchants for goods and services by signature transaction (including online and telephone transactions);
  - b. Withdraw cash from your SAFE Checking Account in the form of a Visa® cash advance signature transaction from participating financial institutions and others who honor the Debit Card for that purpose; or
  - c. Enroll the card in Digital Wallet to initiate Debit Card payments to third parties using Digital Banking or an app installed on your mobile device.



## **Additional Terms Applicable to Debit Cards and ATM Cards**

### **Immediate Deduction of Payment Transactions from Accessed Accounts:**

Use of a Debit Card or ATM Card authorizes SAFE to charge your Checking Account or Savings Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card.

**Other Agreements with SAFE Apply:** Use of a Debit Card will be subject to the terms of your agreements with SAFE that apply to the Account(s) you access with the Debit Card or ATM Card (including the General Terms and the Checking Account Terms of this Handbook) and any applicable Overdraft Plan Terms, except that:

1. We may charge withdrawals in any order we determine consistent with the law and this Handbook, and if funds are not sufficient to cover all Checking Account withdrawals, we may pay Debit Card or ATM Card withdrawals and dishonor paper checks. Any attempted withdrawal on a non-Checking Account that does not have available funds will be declined.
2. We cannot honor stop payment requests on Debit Card or ATM Card transactions.

**Varying Terms of Your Agreement with SAFE:** Although other documents you may receive when you initiate transactions with your Debit Card or ATM Card, such as sales receipts, may have contract terms printed on them, your Debit Card or ATM Card agreement with SAFE is limited to the terms in this EFT Agreement plus the terms in this Handbook that apply to the Accounts you access, plus any Overdraft Protection Plan that you access with the Card.

**Merchant Credits:** Merchants and others who honor the Debit Card or ATM Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your account for that amount.

**Conflicting Instructions:** If you or anyone you authorize to use the Debit Card or ATM Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, we will follow the instructions given on the keypad.

**Changing Your PIN:** If you wish to change your Debit Card or ATM Card PIN, contact us. See "HOW TO CONTACT US" at the end of this Handbook.

**Exchange Rates:** For international multicurrency transactions (purchases or cash advances), the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date.

**Account Holds:** We may debit or place a hold on your Checking Account for transactions when we receive an authorization request or when we receive a notice that a transaction has occurred. While the hold is in effect, the "held" funds will not be **available funds** for any purpose other than the authorized transaction. If a final transaction posts to your account before the end of the "hold" period that follows an authorization request, the **available funds** in your account may be temporarily reduced by the amount of both the "hold" amount and the transaction amount.

**Deposit Error Correction:** ATM deposit errors will be corrected at the time of verification. If a deposit error correction results in a negative balance, "Our Right to Recover What You Owe Us" will apply.

**Card Access Blocks for Suspected Fraud:** As part of our effort to protect our members' assets and avoid losses due to unauthorized Debit Card or ATM Card activity, SAFE has implemented a fraud monitoring system on all issued Debit Cards and ATM Cards. This means that if your Card is subject to an unusual pattern of activity and we are unable to reach you to verify authorization of the activity, your Card may be blocked. If you anticipate making purchases that are unusual for you as to dollar amount, frequency, type of merchant, or location, call us ahead of time so that we can flag your account to reduce the risk that a fraud block placed on your Card will inconvenience you. However, we reserve the right to block your Card if we reasonably believe that use of that Card may result in unauthorized activity on your accounts that would cause us a loss. Our reservation of the right to block your Card against activity we believe is fraudulent is not a guarantee that your Card will not be subject to unauthorized use.

**Merchant Dispute Rights:** Visa® operating rules give you certain rights to dispute merchant signature transactions initiated with your Debit Card if you do not receive or are dissatisfied with the goods or services you purchased. These rights do not apply to ATM Card transactions or to transactions initiated by check or other EFT service. To exercise your rights under Visa® operating rules, you must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify SAFE at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant. SAFE will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (20 business days for accounts open less than 30 days; 5 business days after receipt of written claims of unauthorized Debit Card use on accounts open at least 30 days). It may take us up to 45 days (90 days on POS or foreign transactions or accounts open less than 30 days) to make a determination.

If we determine that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination. If Visa® operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. We will notify you if this happens and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts. If a negative balance cannot be restored, "Our Right to Recover What You Owe Us" will apply. Your right to dispute merchant transactions through the Credit Union is limited to those provided by Visa® operating rules.

### ***Debit Card and ATM Card Fees***

The use of the Debit Card or ATM Card at ATMs may be subject to a fee if the owner of the ATM you are using imposes a fee. If a fee is imposed, the law requires the ATM owner to disclose this information to you prior to completion of the transaction. SAFE imposes no fee applicable directly to the Debit Card or ATM Card transaction on your account.

Transactions in foreign countries, made through a foreign online retailer, or made in foreign currencies are subject to the following fees: 1% of the transaction amount for foreign currency transactions; 0.8% of the transaction amount for foreign transactions in U.S. Dollars. If a merchant or ATM that accepts your card is located outside the United States (other than a U.S. military base, U.S. territory, embassy, or consulate), the transaction is foreign and subject to applicable foreign transaction fee(s). In addition, you will pay any fee assessed by the operator of an ATM you use.

If you make a deposit at any third-party ATM, such as through the Co-op Network, and you make an error (such as entering a wrong amount on the keypad, lack of endorsement, or another error), the third-party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reasons will be charged a returned check fee. These charges will be passed on to you.

### ***Limitations on ATM and Debit Card Transactions***

You must not use or allow others to use your Debit Card or ATM Card for illegal transactions, such as illegal online gambling. The responsibility for determining the legality of a transaction lies with you, not with the Credit Union. You cannot use the actual or alleged illegality of an authorized transaction as a defense to your obligation to pay any amounts by which you become indebted to us. We reserve the right but do not undertake a duty to refuse to authorize any transaction that we reasonably believe is illegal. We also reserve the right to terminate your Card privileges if you use your Card for illegal activity.

ATM transactions and everyday Debit Card transactions must not exceed the available balance in the account you access unless you have an Overdraft Protection Plan with

available funds or credit, or we offer and you opt in to the service and we elect to permit the withdrawal under our Courtesy Pay program. If you have available funds, you can withdraw cash from ATMs and make merchant and POS transactions up to your daily transaction limits. When we approve your request for an ATM Card or Debit Card, we will communicate your daily transaction limits when we issue your Card to you.

Merchant and POS transactions will be deducted from your Checking Account only.

Individual merchants or operators of ATMs or POS terminals may impose their own transaction limits.

Although you have sufficient funds in your account to cover a requested Card transaction, an ATM, merchant, financial institution, or other entity that honors the Debit Card or ATM Card may not be able to determine your actual balance. For this reason, SAFE will not be liable for the refusal or inability of any third party to allow you to use your Card or for their retention of your Card.

Generally, the Credit Union's ATMs will be available for your use seven (7) days a week, twenty-four (24) hours a day. However, please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection, and repair.

Loan payments at the ATM are subject to verification and collection. Loan payments made at ATMs will be credited the same day, providing your transaction is made Monday through Friday before 6:00 p.m. Pacific Time. Payments made after (or at any time on a weekend or holiday) will be credited on the next business day.

ATM deposits are subject to the "FUNDS AVAILABILITY POLICY" section of this Handbook.

As a safeguard against unauthorized use of your Debit Card or ATM Card, the ATM will not operate (and your Card may be captured by the ATM) if your ATM PIN is repeatedly entered incorrectly. Should this happen, contact the Credit Union during normal business hours. See "HOW TO CONTACT US" at the end of this Handbook.

### ***Documentation of ATM and Debit Card Transactions***

Each time you use a Debit Card or ATM Card at an ATM, or for a signature or POS transaction, you will receive a receipt describing the transaction (unless an ATM notifies you before completing your transaction that receipts are not available, the transaction amount falls below the Visa® operating rule minimum for providing a receipt, or you decline an offer of a receipt). Card activity will also appear on your monthly statements. Some activity, such as purchases made over the phone or online, may be documented only on your monthly statements.

### ***Liability for Unauthorized Use of ATM and Debit Cards***

Consumer Visa® Debit Card holders are automatically enrolled in the Visa® Identity Theft Program and are protected by the Visa® Zero Liability policy, which means 100% protection for you in case of fraudulent signature-based transactions in most cases. All members benefit if SAFE keeps card fraud losses to a minimum. Holders of Debit Cards associated with Business Accounts may be subject to liability for unauthorized transactions as provided under Visa® operating rules.

You can call our Contact Center directly at **(916) 979-7233** or **(800) 733-7233 ((800) SEE SAFE)** during business hours to notify us of travel or major purchase plans; and at any time to report fraud, loss, or theft of your card, or to ask that a block on your card be removed.

In general, your potential liability for unauthorized signature transactions initiated with a Debit Card is zero under Visa® operating rules. However, if you are grossly negligent in handling your Debit Card or reporting its loss or theft, your liability for any PIN or signature Debit Card transaction may be up to any maximum permitted by federal or state law or Visa® operating rules if the Debit Card is associated with a Business Account. In addition, if you fail to report the unauthorized use of your Debit Card within 60 days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred after the 60-day period, including any maximum credit that may be used for overdraft protection. If a good reason, such

as a long trip or hospital stay, kept you from reporting the loss or theft of your card or unauthorized activity that appeared on your statement, the reporting period may be extended.

Your potential liability for unauthorized use of ATM Cards is set out below in the “Unauthorized Transactions” part of the “Terms Applicable to All SAFE EFTs” section of this “ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE STATEMENT.”

## Automated Clearing House (ACH) Services

### Description

ACH transfers include automatic deposits into your SAFE accounts from third parties, such as direct deposit of your payroll or retirement benefits, and automatic payments out of your SAFE accounts to third parties, such as transfers to pay insurance premiums or health club dues. ACH transfers also include certain re-presentments of checks returned for insufficient funds (RCK entries), electronic presentments by payees to collect money you owe (ARC entries), and electronic presentments of point-of-purchase items such as checks (POP entries or BOC back-office conversion entries). For RCK entries and ARC entries, the payee is required to notify you in writing that these items may be presented via the ACH system. For POP or BOC entries, the payee may convert a check you write to an electronic payment. Your rights and responsibilities with respect to all ACH entries are governed by California law, Consumer Financial Protection Bureau Regulation E, and ACH rules.

### Setup

All ACH transfers must be authorized in writing by the party initiating the payment and in some cases the recipient of the payment unless ACH rules do not require written authorization. For example, to receive direct deposit to a SAFE account of net pay and some types of state and federal benefits, the recipient of the payments must complete an ACH direct deposit enrollment form.

### Additional Terms Applicable to ACH Transfers

**Notice of Payments in Varying Amounts:** If your regular payments vary in amount, the person you are going to pay is responsible for notifying you of the amount at least 10 days in advance of the scheduled payment date. You may

elect to receive this notice only when the payment amount will vary by more than a specified amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Notice of Direct Deposits:** If you receive regular (at least every 60 days) direct deposits, the person sending you the payment is required to notify you when they send us the money. You have the right to call us at the number in “HOW TO CONTACT US” at the end of this Handbook to confirm whether you have received an expected direct deposit. You can also use CALL-24, Online Banking or Mobile Banking to find out if an anticipated direct deposit has arrived. The only notice we will send indicating that a direct deposit has arrived will be your periodic statements.

**Error Correction:** If an ACH transfer is made to your account in error (for example, your employer inadvertently makes a double deposit of your net pay), you agree that we can reverse the erroneous payment without advance notice to you. We will, however, tell you when a correction has been made. If an error correction results in a negative balance in your account, you agree to immediately restore the account to a positive balance upon our written demand. If you do not do so, you agree that “Our Right to Recover What You Owe Us” applies.

**Provisional Nature of ACH Credits:** Credit we give you for an ACH deposit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive final settlement, you agree that we can reverse the credit, and the paying party shall not be deemed to have paid you in the amount of the entry.

### Right to Stop ACH Payments and Procedure for Doing So

**So:** If you have regular preauthorized charges to your account, you can stop any of these payments. Here is how: Contact us immediately or in such manner as to allow us a reasonable opportunity to act upon your stop payment request (see the “HOW TO CONTACT US” section at the end of this Handbook). You can visit a SAFE branch, call, or via online chat. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. There is a fee for each stop payment request. Refer to SAFE’s Fee Schedule. To prevent any future transfers, you should also notify your recipient of the payment in writing to stop the charges and send us a copy of your notice.



**Liability for Failure to Stop ACH Payments:** We must receive your ACH stop payment notice in such a manner as to allow us a reasonable opportunity to act upon it.

### ***Limitations on ACH Services***

For deposits, the payer (the person or entity that pays you the money) must offer direct deposit. For payments, the payee (the person or entity to whom you pay money) must be able to debit the payments via ACH transfer.

### ***Documentation of ACH Transfers***

The only documentation we will provide of ACH transactions will be your periodic statement. However, as explained above, you have the right to call us to find out whether ACH transactions, including but not limited to anticipated direct deposits, have occurred. Additional information provided by the payer may be necessary to research your request.

### ***Liability for Unauthorized ACH Transfers***

In general, your liability for unauthorized ACH transfers will be as set forth in the "Terms applicable to All SAFE EFTs." You will need to submit an "Written Statement of Unauthorized ACH Debit" to obtain a refund of an unauthorized ACH payment. The following are considered unauthorized ACH payments:

1. ACH payments you never authorized;
2. ACH payments on which you notified the payee in writing that the authorization was revoked;
3. ACH payments that occurred sooner than the date you authorized;
4. ACH payments in a different amount than what you authorized;
5. Checks that are improperly processed electronically;
6. ACH payments that are improperly re-initiated after having been returned; or
7. ACH payments that you authorized a third party to initiate but the third party did not make the payment as authorized.

### ***Terms Applicable to All SAFE EFTs***

Your acceptance, retention, or use of any SAFE EFT access device or access code constitutes an agreement between you and SAFE to the terms for the services you obtain as explained above and to the following general terms applicable to electronic funds transfers.

### ***Keeping Your EFT Access Devices and Access Codes Secure***

To minimize the risk of unauthorized use of EFT access devices and access codes, you agree to follow these rules:

1. Never write access codes on your ATM or Debit Cards or keep them on pieces of paper in your wallet or by your telephone or computer. Do not let others watch you key in your EFT access codes.
2. If you voluntarily provide SAFE EFT access devices or access codes to anyone, that person becomes an Authorized User of the device or code and you are authorizing that person to take all of the money out of your account plus take advances on any line of credit you have linked to your account for overdraft protection up to the credit limit. SAFE is not bound by agreements between you and third parties limiting their permission to use your EFT access devices or access codes.
3. The only time you should provide an EFT access code to SAFE is when you are logging in to use an EFT access device such as an ATM or a Digital Banking channel. SAFE will never ask for your EFT access code in person, by mail, email or by telephone. Any email or postal mail requesting your EFT access code is fraudulent. Should you receive such a request, DO NOT release your information, and notify SAFE as soon as practicable.

### ***Consumer Accounts: Your Liability for Unauthorized Transactions—All EFTs Except as Noted***

Tell us AT ONCE if you believe any SAFE EFT access device or access code has been lost or stolen or has been or may be subject to unauthorized use, or if you believe that an electronic funds transfer has been made without your permission using information from a SAFE personal check.



Refer to the “HOW TO CONTACT US” section at the end of this Handbook for how to provide this notification. Calling us is the best way to minimize your liability. If you do not tell us promptly, your liability may be up to the total balance in the account subject to unauthorized access, plus any available funds or credit limit in accounts or credit lines linked to the accessed account for overdraft protection.

If you report the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card) to us within two (2) days after you learn about it, you can lose as much as \$50 if someone used your access device or access code without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card), and we can prove we could have stopped someone from using your EFT access device or access code without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or we sent you email notification that your electronic statement was available for viewing, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. (This rule does not apply to Debit Cards if the unauthorized use falls under the Visa® “Zero Liability” policy.)

If you were precluded from telling us for a compelling reason, such as an extended trip or hospital stay, we will extend these time periods.

If an EFT device or access code is associated with an account maintained for business purposes, you are responsible for maintaining security and supervising use of your EFT access codes and devices. You will generally be responsible for all activity initiated using any access code or device made available to you except: (a) as limited by Visa® operating rules applicable to Debit Cards or (b) if and then only to the extent negligence or intentional misconduct by SAFE contributed to the unauthorized activity.

Refer to the “Debit Cards and ATM Cards” portion of this EFT AGREEMENT for information regarding your potential liability for unauthorized use of Debit Cards.

Any person to whom we issue an EFT access device or access code at the request of an Authorized Person, or to whom an Authorized Person gives an EFT access device or access code, or to whom an Authorized Person gives express or implied permission to use an EFT access device or access code, will be able to withdraw all of the money in your SAFE accounts linked to that device or access code plus any associated overdraft protection. We consider such persons to be Authorized Users. You agree that all Authorized Users may take any funds in your SAFE accounts (including funds from any overdraft protection source) until you notify SAFE to deactivate the EFT access device or access code. You are obligated to repay any debt to SAFE that results from the authorized use of EFT access devices or access codes, whether or not the Authorized User stays within any limits of use set by you. You remain liable for any authorized use of your SAFE EFT access devices or access that occurs before you tell us to cancel the device or code.

Consult your applicable loan agreements for liability for unauthorized direct access by EFT device to your lines of credit.

### **Documentation of EFTs**

If you have EFT activity on any SAFE account or activity other than the posting of dividends or deduction of fees on a SAFE Checking Account, we will provide you with monthly statements. Otherwise, we will provide you with statements at least quarterly.

### **Credit Union Liability—All EFTs**

If we do not properly complete an EFT transaction according to our agreement with you, we may be liable for your direct losses or damages, subject to certain exceptions. We will not be liable if:

1. Through no fault of ours, your account does not contain enough money, or you don’t have available credit or an Overdraft Protection Plan to make the transaction;
2. An ATM or other location where you are attempting the transaction does not have enough cash;

3. The EFT system was not working properly, and you knew about the breakdown when you started the transaction;
4. Money in your SAFE account is subject to legal process or other claim, or we have blocked access to your SAFE account due to your failure to meet your obligations to us;
5. The EFT access device or access codes you are attempting to use have been reported missing and we have blocked their use;
6. Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or
7. We establish other lawful exceptions and give you legally-required advance notice of them.

In no event will SAFE be liable for consequential, indirect, or punitive costs or damages that you claim resulted from our failure to correctly process EFTs.

We will carry out instructions we receive via EFT access devices, access codes, and in writing in the case of ACH transfers. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify, and hold SAFE harmless from all costs, claims, damages, or liabilities that we sustain as a result of carrying out in a reasonable manner instructions received through EFT access devices, access codes, or in writing in the case of ACH transfers. We may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, you assume the risk of using them. We do not warrant the security or safety of any location. With respect to your use of ATMs, we are not responsible for any wrongful act committed by anyone who is not our authorized Agent or employee of acting within the scope of their agency or employment agreement with SAFE.

You are solely responsible for the installation, operation, and maintenance of, and payment for, all third-party equipment, software, and services you use in connection with SAFE EFT activity, including but not limited to your computer, mobile device, telephone, and internet service. SAFE will have no liability to you as a result of any failure

or malfunction of any third-party equipment, software, or service you use or attempt to use in connection with your SAFE EFT activity.

If you experience technical difficulties with a SAFE-provided EFT device, system, or application, such as a Debit Card, our Mobile Banking App, or Online Banking, you can contact us, and we will make a good faith attempt to correct the problem if we determine it is caused by a circumstance within our control. HOWEVER, WITH RESPECT TO EFT SERVICES, SAFE DOES NOT MAKE, AND EXPRESSLY DISCLAIMS TO THE FULL EXTENT ALLOWED BY LAW: (1) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (2) ANY WARRANTY THAT SAFE EFT SERVICES WILL OPERATE ERROR FREE AND WITHOUT INTERRUPTION.

### **ATM Safety**

Avoid using ATM machines that appear to have the potential for assault or robbery. Consider having someone accompany you when you are using the ATM after dark. If there are any indications that an unauthorized device has been attached to the ATM or if there are any other indicators that an ATM has been tampered with, you should not use the ATM and should notify the ATM owner. Refer to the "HOW TO CONTACT US" section at the end of this Handbook for how to provide this notification if the ATM is owned by SAFE. Put your money away and leave the site as soon as you have completed the transaction. Count cash later when you are in a safe and secure environment. If you notice anyone suspicious approaching the ATM while you are using it, cancel your transaction and put your Card away immediately. Immediately report all crimes to the ATM operator and local law enforcement officials. DO NOT leave receipts at the ATM.

### **Privacy—All EFTs**

With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make:

1. When necessary to complete transfers;
2. To verify the existence and condition of your account for third parties such as consumer reporting agencies or merchants;

3. To comply with valid government agency or court orders; or
4. If you give us your written permission.

Refer to SAFE's Privacy Statement for a comprehensive discussion of our policies on maintaining the privacy of your personal and financial information.

### ***Change in Terms—Cancellation***

We may change the terms of this EFT by providing legally-required notice to you.

You agree that we may immediately terminate this agreement and your use of Credit Union EFTs, without notice, if any of the following occur:

1. You or any Authorized User of your EFT access devices or access codes breach this or any other agreement between us (including loan agreements), provided that you will retain access to your accounts for the time set forth in the ***"Our Right to Suspend Access to Your SAFE Credit Union Accounts if You Default on Your Obligations to Us"*** section at the beginning of this Handbook;
2. We have reason to believe that there has been or may be an unauthorized use of your EFT access device or access code;
3. We have been notified that there are conflicting claims to the funds in your accounts;
4. Termination is necessary to preserve the security of Credit Union accounts or systems;
5. Any Authorized Person on your account authorizes us to do so; or
6. You obtain cash from an ATM at a time when funds are not available in your Credit Union accounts accessed under this program and you have not established an Overdraft Protection Plan.

Your Debit Card or ATM Card is the property of the Credit Union, and you agree to return it to us upon request.

### ***Additional Terms***

Generally, EFT services may be accessed seven days a week; however, ATMs and other EFT systems are sometimes closed temporarily for maintenance or repairs.

EFTs may involve other agreements you have with the Credit Union, such as checking or loan agreements. Wherever applicable, the terms of these agreements shall apply to the EFT transaction as well.

Unless otherwise required due to the laws of your state of residence, California, and applicable federal law, including but not limited to Consumer Financial Protection Bureau Regulation E, govern this EFT AGREEMENT. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.

Your use of any EFT access device or access code constitutes your acknowledgement of receipt of this EFT AGREEMENT prior to your use of the device or code.

SAFE's business days are Monday through Friday, excluding federal holidays. We may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this EFT AGREEMENT.

If use of EFT services by you or any Authorized User results in your becoming indebted to SAFE, and you do not pay what you owe us, you agree that "Our Right to Recover What You Owe Us" applies.

### ***In Case of Errors or Questions About Your EFTs***

#### **Consumer Accounts**

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, contact us at the telephone number or address listed under the "HOW TO CONTACT US" section at the end of this Handbook. Please tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Handbook.

We must hear from you no later than 60 days after we send 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 10 business days. We will tell you the results of our investigation within 10 business days (twenty business days if your account is less than 30 days old) 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 business days for Point-of-Sale (POS) transactions, transactions involving foreign countries, or transactions

on accounts less than 30 days old) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if your account is less than 30 days old) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Debit Card and your account has been open at least 30 days, 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 10 business days, we may not provisionally credit your account while we investigate.

We will give you a written explanation of our investigation within three business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will change any provisional credit to a permanent credit. If we find that there was no error, we will reverse any provisional credit and the amount of the provisional credit will be deducted from your account. We will notify you if this happens and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee.

## Business Accounts

Report the loss, theft, or actual or potential unauthorized use of EFT access device or access code as soon as you become aware of it. We will generally not be responsible for unauthorized EFT activity on your accounts. You must notify us of any errors or questions about EFTs that appear on your statement within 30 days after you receive it.

We will investigate your claim or question, notify you of the outcome of our investigation, and correct any errors caused by us. To report errors or losses, contact us at the telephone number or address listed under the "HOW TO CONTACT US" section at the end of this Handbook. Please tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Handbook.

## HOW TO CONTACT US

To contact us by telephone, call us at **(916) 979-7233** or **(800) 733-7233 ((800) SEE-SAFE)**.

You may also visit any SAFE Branch during normal business hours. For information on branch hours and locations, call us or visit **[www.safecu.org](http://www.safecu.org)**.

You may write to us at: SAFE Credit Union, 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765.

For CALL-24 Phone Banking, please call **(800) 733-7233**.

## WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY

To enable us to investigate any claims of unauthorized transactions, errors, or other inquiries regarding your SAFE accounts, provide the following information in your correspondence:

1. Your name and the number of the account on which the questioned transaction occurred;
2. A description of the transaction you question;
3. As clear an explanation as you can provide as to why you believe the transaction was unauthorized or another error occurred on your account; and
4. The date and dollar amount of the questioned transaction.

