

**TRUTH-IN-SAVINGS  
DISCLOSURE &  
AGREEMENT**  
PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS

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This Disclosure supersedes all  
Disclosures prior to the effective  
date shown below.

*Effective August 1, 2009*



**Santa Ana**  
Federal Credit Union

800 W. Santa Ana Blvd., Santa Ana, CA 92701 / [www.safcu.org](http://www.safcu.org)  
(714) 834-1341 / (800) 541-2546 / fax: (714) 834-0461

PEOPLEHELPINGPEOPLE borrow / save / invest / access money / build a community

## TRUTH-IN-SAVINGS DISCLOSURE GENERAL INFORMATION

In the following agreement the words "YOU", "YOUR", "YOURS" and "MEMBER" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a Membership Application / Signature Card for each respective Account. The words "WE", "US", "OUR", "Credit Union" and "SAFCU" mean the Santa Ana Federal Credit Union. We may change terms, conditions, requirements or amend the disclosure from time to time without notice, except as required by the Truth-In-Savings Act. However, before any charge or fee is increased or added, you will receive advance notice. You may always obtain more information by calling us at (714) 834-1341.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also make a copy of your driver's license or other identifying documents.

### MEMBERSHIP/ELIGIBILITY

To join SAFCU, you must complete a Membership Application. To receive Membership privileges you must purchase one share at a par value of \$5.00 (deposited in a Regular Share Account, Share ID 01). If your share balance falls below the par value of \$5.00, you must increase the share balance to at least \$5.00 within six months of the reduction. Failure to do so may result in the cancellation of your Membership. Shares are nontransferable except on the records of SAFCU.

### PRIVACY NOTICE

Protecting your privacy is of great importance to your Credit Union. That's why we have always maintained a strict confidentiality policy to protect not only your financial assets, but your personal information as well.

This notice describes the privacy policy of Santa Ana Federal Credit Union (SAFCU). It is important for you to know that SAFCU does not, nor will we ever, sell, share, trade, or rent names or other information about our Members (or former Members) to third party marketers. Throughout this privacy notice, the word "information" refers to personal information about you that may not be publicly available.

### INFORMATION WE GATHER

In the course of providing services to you, we gather information about you from the following sources:

- Information we receive from you on applications or other forms (including web-based communications, applications and forms);
- Information about your transactions with us or our affiliates;
- Information we receive from consumer reporting agencies; and
- Information obtained when verifying information you provide on applications or other forms (this may be from your current or past employers or from other institutions where you conduct financial transactions).

### INFORMATION WE DISCLOSE

To our affiliates: In order to provide Members with information and access to competitive products and services (such as life insurance and mortgage services), we may share information we have gathered about you with our affiliates. In compliance with the Fair Credit Reporting Act, SAFCU does not share any Member information regarding credit worthiness with our affiliates.

As Permitted By Law: We may also disclose nonpublic personal information about you to other nonaffiliated and affiliated third parties not described above as permitted by law and by our policies.

To Parties That Provide Services For Us: We may disclose information we have gathered about you to companies that perform services on our behalf. We enter into a contractual agreement with each service provider to ensure that your information is kept confidential, secure, and is used only for the contracted purpose. These disclosures include information necessary to process transactions on your behalf, follow your instructions, conduct our operations, or ensure the security of our financial records. These companies may assist us, for example, in check printing, credit card processing, and mailing account statements.

In addition, we may disclose information we have gathered about you to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint-marketing agreements.

The following information may be disclosed to such service providers:

- Information we receive from you on applications or other forms (such as your name, address, Social Security number, assets and income);
- Information about your transactions with us or our affiliates (such as your account balance, payment history and credit card transactions); and
- Information we receive from consumer reporting agencies (such as your credit history).

**Except as set out above we do not, nor will we ever, sell, share, trade or rent names or other information about our Members or former Members to third parties.**

### HOW WE PROTECT YOUR INFORMATION

Access to information about you is limited to those team members, our employees who provide products or services to you. Our team members are trained and understand the importance of safeguarding your information. We maintain physical, electronic and procedural safeguards that meet or exceed federal standards to protect your information. If you have any questions regarding this privacy notice, please contact us at (714) 834-1341 or (800) 541-2546.

## PAYMENT OF DIVIDENDS

**DIVIDEND RATES:** The frequency and conditions upon which dividends are paid on all Accounts are in accordance with the Bylaws of this Credit Union, the California Financial Code and the Truth-in-Savings Act and Regulations.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) or cash items to your Account if deposited before the close of business.

All dividend earning Accounts, with the exception of Term Share Certificate Accounts, are considered variable rate Accounts, the dividend rate and Annual Percentage Yield (APY) may change at the discretion of the Credit Union. For specific dividend rate(s) for each type of dividend bearing Account, you may refer to the attached Current Dividend Rate Sheet, which is incorporated by this reference. Current rate information, minimum balance to open and earn the APY for these Accounts can be found in the Current Dividend Rate Sheet accompanying this disclosure; members may also obtain current rate information by calling the Credit Union at (714) 834-1341 or on-line at www.safcu.org.

The Dividend Rate and Annual Percentage Yield (APY) on the Money Market Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tiers. When the increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Current Dividend Rate Sheets will show current Rates, APYs and tiers.

For all Accounts dividends will be compounded monthly and will be credited monthly on the last day of the month. For these Account types, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31.

All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

To obtain the maximum benefit of compounding, dividends are posted to the account upon which the dividends are earned monthly.

We can transfer dividends to your Primary Share or Share Draft Checking Account upon your request. For Share Certificate accounts you also have the option of having dividends mailed to you by check. The annual percentage yield quoted on all accounts assumes dividends remain in the account until maturity. Withdrawal of dividends will reduce your earnings below the stated APY.

Dividends on Share Certificate Accounts are compounded monthly and will be credited monthly on the last day of the month, and upon maturity. The dividend rate and Annual Percentage Yield (APY) for this Account is stated in the Current Dividend Rate Sheet in effect on the day the account is opened. You will be paid this rate until the maturity date of the Account.

If you close your Account before dividends are credited, you will receive the accrued dividends, less any penalty on Share Certificate Accounts.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the Account each day.

**BYLAW REQUIREMENTS:** The shareholdings of a member who fails to complete payment of five dollars within six (6) months of his/her admission to membership, or a member who reduces his/her share balance below the par value of five dollars and does not increase the balance to at least the par value of five dollars within six (6) months of the reduction, may be absorbed by a late charge upon authorization of the board.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written approval of credit committee or a loan officer.

The maximum amount of shares which may be held by any one member may be established from time to time by the board.

**NATIONAL CREDIT UNION SHARE INSURANCE FUND:** Member Accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund (NCUSIF).

**OWNER(S):** The word "owner(s)" on an Account Signature Card or Membership Invitation means the owner in the case of an Individual Account and it means the joint owners (both as individual and as a group) in the case of a Joint Account.

### REGULAR SAVINGS ACCOUNT (SHARE ACCOUNTS)

Our Share Accounts are called Primary Shares, Alternate Shares, Payroll Shares, Holiday Club, Regular IRA Share Account, Roth IRA Share Account, Money Market Account, and Certificate Builder Account.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS:** The minimum deposit required for you to open your Share Account(s) is disclosed on the Current Dividend Rate Sheet.

**TRANSACTION LIMITATIONS (ALL SHARE ACCOUNTS):** During any calendar month, you may not make more than six withdrawals or transfers from your Share Accounts to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as SAFCU by Phone Audio Response or Online Banking, fax or personal computer) order or instruction. No more than three of the six transfers may be made by check, draft, debit card, or similar order to a third party. You may make an unlimited number

of withdrawals from, or transfers among, your Share Accounts by mail, messenger, or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through SAFCU by Phone Audio Response or Online Banking if you request that we send you a check. You may not exceed these transfer limitations in any statement period.

**MONEY MARKET ACCOUNTS:** To establish a Money Market Share account, you must make an initial deposit as stated on the Current Dividend Rate Sheet.

**HOLIDAY CLUB:** The Holiday Club account allows you to save for the year-end holidays. Deposits to the Holiday Club account can be made at any time, in any amount not to exceed a maximum balance of \$10,000 in the account. There is no minimum monthly deposit requirement. You can establish a Holiday Club account at any time. The Holiday Club account is a variable rate account. Rates are subject to change daily, at our discretion. You will not earn dividends on this account for any day in which the balance is less than the minimum as stated on the Current Dividend Rate Sheet.

**MATURITY MONTH:** The Holiday Club account matures on November 1 each year. Your Holiday Club account balance will transfer to your designated SAFCU Share Account on November 1. You may request your funds be transferred to your Regular Share Savings Account or Share Draft Account.

**INCORPORATION OF IRA AGREEMENT AND DISCLOSURES:** All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account Agreement and Disclosure Statement, which by this reference is incorporated into this Account Disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union Agreement and Disclosure Statement will be provided to you.

### CHECKING ACCOUNTS (SHARE DRAFT)

To establish a Share Draft Checking account, you must be a Member in good standing (maintain Regular Share account with a balance at least equal to the par value of one share, have no currently delinquent loans, and have no outstanding SAFCU losses); in addition you must make an initial deposit as disclosed on the Current Dividend Rate Sheet to the Share Draft Checking account. Initial deposit is waived if automatic payroll deposit is set up.

All Share Draft Checking accounts are verified through ChexSystems. We may refuse to open an account based on information provided by them. Share Draft Checking accounts may not be restricted with two signatures required for withdrawal.

We offer three different Share Checking Accounts. Special terms and conditions applicable to each account type are shown below. All other disclosures contained herein apply to all Checking Accounts, regardless of type.

**BASIC CHECKING (NON-INTEREST BEARING):** There is no minimum balance requirement and no monthly service charge for this account. You may write up to 15 checks per month on this account (including personal, preauthorized and temporary drafts); thereafter there will be a charge for each check that is presented against your account. Basic Checking provides unlimited use of SAFCU and the CO-OP ATMs; a fee will be assessed for each transaction at any other ATM. This account does not earn dividends.

**CONVENIENCE CHECKING (NON-INTEREST BEARING):** This account requires a single direct deposit sent to your checking account monthly, or a daily average share balance. For any month in which this requirement is not met, a service charge will be assessed. The monthly service charge is waived for Members age 55 or over. This account provides unlimited use of SAFCU and the CO-OP ATMs. No check writing limitations apply to this account. This account does not earn dividends.

**INVESTMENT CHECKING (INTEREST BEARING):** This account requires a single direct deposit sent to your checking account monthly or a daily average share balance. For any month in which this requirement is not met a service charge will be assessed. This account provides unlimited use of SAFCU and the CO-OP ATMs. In addition, no check writing limitations apply to this account.

1. We may recognize the signature of anyone who signed the Signature Card/Membership Invitation to transact any business on this Account, including, but not limited to, the causing or making of overdrafts (for which all of you shall be liable) and endorsement of checks payable to any signer of this Account.
2. If the Signature Card/Membership Invitation is signed by more than one person, all of you further agree as between yourself and us:
  - a. All amounts now and hereafter in the Account, regardless of source, are owned by you jointly and equally regardless of your net contributions, with right of survivorship, and subject to withdrawal(s) and/or receipt of or by any of you, and payment to any of you or any of your survivors shall be valid and discharge us from any liability for such payment.
  - b. You hereby appoint each other as agents and attorneys in fact to overdraft any of your Share or Loan Accounts.
3. We are authorized to pay checks signed by you and the payments will be charged to your Account.
4. You authorize us to transfer funds from your Primary Share Account on your written or oral request to your Checking Account. You understand and agree that no transfer will be made unless there are sufficient shares on deposit at the time of transfer.
5. We may, at our discretion, but are not obligated to (nor shall we be liable for refusal to), pay funds from this Account:
  - a. When such payment would draw the Account below the minimum balance as established from time to time by us ("overdraft").
  - b. If drawn by means not authorized in advance by us.
  - c. Against checks presented over 6 months past their issue dates.
  - d. Against uncollected non-cash items.
6. We may, without liability, accept, pay, guarantee or charge checks to the Account in any order convenient to us.

7. Stale-Dated Checks - The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated.

All checks written on your Account must be drawn in U.S. dollars.

8. We may pay and charge to your Checking Account funds drawn by us and payable to any persons, organization, association or corporation whom you have authorized by providing sample MICR encoded information for your Account provided there are sufficient funds in your Account to pay such checks. You agree that your rights in respect to such preauthorized checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing to us (and to the agency to whom the sample MICR writing was provided) and we have had reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such checks. You further agree that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, we shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance, loss, or damage to you of any kind.
9. Provided such request is timely, so that we shall have reasonable opportunity to act upon it under our rules, you may order a stop payment of any check payable against your Account. If the order is verbal it shall be valid only fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid for six (6) months and may be renewed for additional six month periods. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment.
10. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect a check(s) or to account for proceeds of its collection until we know of the fact of your death or adjudication of incompetence and have reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee a check(s) drawn on or prior to the date unless ordered in writing to stop payment by a person claiming an interest in the Account under rules established by us. We must be notified if any of you die, become incapacitated or your organization is dissolved.
11. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of:
  - a. Any holder in due course on the check against the drawer or maker; and
  - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
12. Our measure of damages for failure to exercise ordinary care in handling a check shall not exceed the amount of the item.
13. We are neither given notice or otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
14. Our authority under this agreement may not be changed or terminated by you, except by written notice to us which will not affect any prior transactions.
15. Notify us at once if you suspect that a check or endorsement is forged or altered or that someone unauthorized is using your Account or if you have an objection respecting any item shown on a Monthly Statement of the Account. You must notify us within a reasonable period of time not exceeding 30 days after the closing date of the Statement. If you fail to notify us within this time period, we may not be responsible for forgeries, alterations or unauthorized use committed later by the same person(s).
16. Overdraft protection is available for your Checking Account in the following manner:

Automatic Overdraft Transfers- Upon your request, we may set up automatic overdraft transfers for your Share Draft Checking account. When sufficient funds are not available in your Share Draft Checking to cover a check or other debit, we will transfer the amount needed from your Regular Share, Money Market Share, or other Share Draft Checking accounts, up to the available amount. However, federal regulation places limits on the number of certain transactions, including transfers for overdraft protection, you make from Savings and Money Market Shares.

Overdraft Protection Loans- You may apply for an Overdraft Protection Loan. With an Overdraft Protection Loan, we will transfer the amount needed, up to your available credit, to cover a check or other debit from your Share Draft Checking account when sufficient funds are not available.

Deposits- You agree that we may apply your deposits, including deposited benefit payments, such as Social Security, SSI, or other State or Federal retirement benefit deposits, to any overdrafts.
17. Only Santa Ana Federal Credit Union checks, or other methods approved by us, may be used to withdraw funds from the Account.
18. As a convenience to you, we will submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks directly to you. You authorize the Credit Union to charge your Checking Account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs. You are responsible for verifying the accuracy of all information shown on your checks whether you order them from us or somewhere else. If you do not order your checks through the Credit Union's authorized check vendor(s), you understand and agree that there is a higher likelihood that your checks may be rejected due to printing errors, erroneous information, and formatting. Rejected check charges may apply.
19. You will notify us at (714) 834-1341 immediately, if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us. We may recommend for you to close your existing Checking Account and reopen a new one any time the Credit Union has reason to believe your Account is at risk of being compromised (i.e., due to lost/stolen checks, unauthorized transactions, etc.)

If, despite our recommendation to establish a new Account number, you choose not to, you release the Credit Union from any liability for subsequent losses on the Account due to fraud. In addition, to any rights we have by law, we may deny a claim for monetary loss due to forged, altered or unauthorized signature if you do not guard against improper access to your checks.

If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your Account, you agree to cooperate with the Credit Union in the investigation of your claim. This includes providing an affidavit containing whatever reasonable information we require concerning your Account, the transaction in question and the circumstances surrounding the loss.

You also agree to file a criminal report with appropriate law enforcement officials against any suspected wrongdoer, if we request that you do so.

You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against the Credit Union in connection with any Account transaction, and to provide us with all reasonable information about your insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

Except as otherwise required by law or regulation, you agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any loss you claim, and that we have no obligation to provisionally credit your Account. We are not liable for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration.

Our maximum liability is the lower of your actual damage proved, or the amount of the forgery, alteration or other unauthorized withdrawal, reduced by an amount which would not have been realized by the use of ordinary care. In no event will we be liable for special or consequential damages, including loss of profits and/or opportunity or for attorneys' fees incurred by you.

20. Paid checks remain the property of the Credit Union upon payment and are not returned to the Account owner(s). Checks are imaged on both sides and stored for seven years from date of posting. You may request and we will provide you with a photocopy of a requested item within a reasonable time. We will not charge you for copies of the first 3 items you request appearing on any statement. Additional copies will be subject to an assessment of a fee. Check copies for the previous 12 months are available on-line at no charge. You understand and agree that we are not responsible for the quality of any check copy that you request from us.
21. You shall pay us all costs and charges incident to the Checking Account according to the Fee Schedule established by us from time to time. We shall debit such charges against the Checking Account, except where there are insufficient funds available, and then such charges shall be treated as overdrafts.
22. The use of the Checking Account is subject to such other terms, fees, conditions and requirements as the Credit Union may establish from time to time.
23. If this is an organization Account, the persons authorized to sign on this Account certify that they are the duly elected or appointed officers of said corporation, partnership, organization or unincorporated association and have the authority to transact business of any character whatsoever in connection with this Account.
24. The Credit Union shall have the right to terminate this agreement or close any Checking Account of a member without notice and without consent at any time at will, subject only to the restrictions of the Credit Union's Bylaws, if any.
25. Checking Accounts with no activity for ninety (90) days or more will be considered inactive and may be closed by the Credit Union.

### **TERM SHARE CERTIFICATE ACCOUNTS (REGULAR AND IRA)**

Our Term Accounts are called Share Certificates, Regular IRA Certificates, Roth IRA Certificates and College Saver Certificates. Share Certificate accounts are available with terms from 3 months to 60 months.

**MINIMUM OPENING BALANCES:** The minimum balances required to open our Share Certificates are as disclosed on the Current Dividend Rate Sheet. Please refer to our Current Dividends Rate Sheet for current dividend rate and annual percentage yield (APY) information. There may be other minimum balance requirements to earn the stated APY. See "Penalties" below if minimum balance is not maintained.

**RENEWALS:** Upon expiration of the terms, we will automatically renew all Share Certificates for the same term unless:

- You give us advance written notice to do otherwise;
- You withdraw or transfer your account within the seven day grace period beginning on your maturity date; or
- Dividends continue to accrue during the seven day grace period at the new rate
- College Saver Certificates automatically renew until you reach the age of 18.

**ADDITIONAL DEPOSITS:** Deposits to the Regular or IRA Share Certificates can be made only during the seven-day grace period.

The maturity date and dividend rate stated will not be affected by deposits. Promotional certificates offered from time to time may allow additional deposits; in that case, you will be informed of any additional deposit limitations.

**PENALTIES:** If you withdraw your Share Certificate or any portion thereof during your seven-day grace period, there will be no dividend penalty. Early withdrawal of any principal amount during a certificate term will result in a substantial forfeiture of dividends as follows:

- If your Share Certificate has a term of less than 18 months or more you will lose an amount equal to 90 days dividends on the principal amount withdrawn.
- If your Share Certificate has a term of 18 months or more, you will lose an amount equal to 180 days dividends on the principal amount withdrawn.

- If the amount withdrawn reduces the principal balance below the standard minimum, you will be assessed the applicable dividend penalty stated above on the entire principal balance. In addition, we will cancel the certificate and transfer any remaining balance to your Regular Share account.

We will waive early withdrawal penalties for any of the following:

- A one-time withdrawal made as a result of your death or permanent disability
- Withdrawals made as a result of the voluntary or involuntary liquidation of this credit union
- Normal distributions from IRA Share Certificate accounts (See "Individual Retirement Accounts" information below.)

### **INDIVIDUAL RETIREMENT ACCOUNTS (IRAs) TRADITIONAL AND ROTH**

To establish a Traditional or Roth IRA, you must make an initial deposit as disclosed on the Current Dividend Rate Sheet. Minimum additions of \$10 are allowed at any time to IRA Share Accounts. You will not earn dividends on these accounts for any day in which the balance is less than \$50. The IRA Share Account is a variable rate account, and rates are subject to change daily, at our discretion.

Share Certificate IRAs are available in 3-60 month terms. See **Share Certificates** information on the Current Dividend Rate sheet for disclosures applicable to Certificate type IRAs.

**CONTRIBUTIONS:** Maximum annual contributions are determined by IRS regulations. We will credit any contributions made through the mail, by payroll deduction, SAFCU by Phone, or Online Banking for the year in which the transaction took place. If you want contributions credited for a prior year (before April 15 of the current year), please send written instructions with your deposit.

**DISTRIBUTIONS:** Certain federal and state penalties may apply if IRA funds (including dividends earned on IRA funds) are withdrawn early. We will waive certificate penalties for early withdrawals for (1) normal distributions from an IRA Share Certificate Account with a term of less than 24 months, and (2) all automatic, normal distributions from an IRA Share Certificate Account with a term of 24 months or longer. (Normal distributions are defined as withdrawals, made by you from an IRA, after age 59-1/2, that are not reinvested in another SAFCU IRA account; automatic, normal distributions are defined as withdrawals made from an IRA that consist of substantially equal periodic payments, made by SAFCU on your behalf, after age 59-1/2, that are not reinvested in another SAFCU IRA account.) All automatic, normal distributions from IRAs will be processed on the first business day of each month.

### **OTHER TERMS AND CONDITIONS TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS**

1. To open any Account you must have at least one (1) full share (\$5.00) in your Regular Share Account. Rates are subject to change without notice.
2. All Accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204.
3. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit us from enforcing such terms and conditions at a later date.
4. We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. We may endorse and/or collect items deposited to your Account which we receive without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present and properly identified, or to have their endorsement guaranteed before we accept the item.
6. We are not responsible for items lost while not in our possession.
7. We will mail all statements and other notices only to the person whose signature appears first on the Signature Card / Membership Invitation. You shall exercise reasonable care and promptness in examining your statements and must promptly notify us of any unauthorized payment due to an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the unauthorized payment against us if we can prove: 1) we suffered a loss on the item because of your failure; or 2) we, in good faith, paid on another item presented by the same wrongdoer if the payment was made before you properly notified us and you have had thirty (30) days from the date of the statement to notify us. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within one (1) year after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.
8. We or you may terminate an Account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us which will not affect prior transactions. If we receive conflicting claims to funds in an Account we hold, we may, at our discretion, restrict the Account and deny access to all; close the Account and send the funds to the owner or owners of record of the Account at the statement mailing address; interplead all or any portion of the funds from an Account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction.
9. We reserve the right to close any Account(s) discovered to be deliberately manipulated to our detriment and/or our membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to

our detriment. At our option, we may suspend your rights to member services if you violate the terms of this Agreement.

10. We may recognize the signature of anyone who signed a Signature Card / Membership Invitation as authorized to transact business on that Account. Any payment made on your Account by us in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Membership Invitation / Signature Card shall be valid and discharge us from liability.

11. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any Account except Checking Accounts. The maximum amount you may withdraw in cash is \$3,000.00 per day unless you have made prior arrangements with us.

The above withdrawal limitation applies to these Accounts in combination with all other Credit Union Account(s).

12. You understand and agree that Individual, Joint, Trust and Pay-on-Death Accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.

13. Ownership for the primary Account and all sub-accounts shall be established and determined by the most recent Membership Invitation/Signature Card or other document(s) evidencing such Account(s). A different form of ownership may be established by executing a new Membership Invitation and Agreement. The word "owner(s)" means the owner of the funds in the case of an individual Account and it means the joint owners (both as an individual and as a group) in the case of a joint or other Account with multiple parties. A joint Account owner may be removed by completing a Request to Remove Joint Owner form which must be signed by all Account owner(s) or by closing the Account and having a new Account number assigned.

14. You are required to keep us informed of your current address. You may notify us in person at our office or by sending a written and signed notice to Santa Ana Federal Credit Union, 800 W. Santa Ana Blvd., Santa Ana, CA 92701. In the event that you fail to do this, you will be charged a Return Mail Fee and a charge may be made to your Account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address. This charge will be imposed in accordance with our Fee Schedule.

15. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. You will refer to the Credit Union's Disclosure of Funds Availability Policy for further details. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an Account in which you have an interest.

16. All Accounts are subject to our fees and charges as disclosed on our Fee Schedule, which accompanies this Agreement and Disclosure and is incorporated by this reference. We shall debit such charges, including check printing costs, against any Share or Checking Account or V.I.P. Line of Credit Account you own (including Accounts on which you are a joint owner), except your IRA Accounts, without prior notice to you. If there are insufficient funds available in your Checking Account or Share Accounts, the funds available under the V.I.P. Line of Credit Loan Account may be used to pay service charges or fees. The charges are payable on demand and, for Checking Accounts, will be treated as an overdraft.

#### 17. SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed.

This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the backside of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your Checking or Loan Account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

18. California law states that inactive Account balances must be turned over to the State after a period of three (3) years if you have not:

- Increased or decreased the amount of any of your Account(s) with us or presented an appropriate record of crediting dividends or cashed a dividend check from any of your Accounts with us; or
- Corresponded in writing or electronically with us concerning any of your Accounts with us; or
- Otherwise indicated an interest in any of your Accounts with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an Escheat Notice. To recover funds turned over to the State, you must file a claim with the State.

19. We reserve the right to require that withdrawals made from your Accounts be made in minimum amounts as established from time to time by Board policy.

20. We may, but are not obligated to, transfer funds from your Share Account(s) or Loan Account(s) on your written or oral request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on our "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer may occur when sufficient funds become available.

21. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member Accounts at the Credit Union.

22. We agree to retain and furnish to you, if requested, copies of certain records pertaining to your Account and that these records will be available to you for the time frame required by law. You agree to pay applicable fees as listed on our Schedule of Fees and Charges for those copies.

23. You authorize us to gather whatever credit, Checking Account and employment information we consider appropriate from time to time. You understand that this will assist us in determining your initial and ongoing eligibility for an Account. You authorize us to give information concerning our experience with you to others.

24. If I am a U.S. citizen, federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all Accounts. We will not open an Account without this identification number. For additional information on this requirement, you will read "**INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)**". These instructions are found in a separate brochure which will be furnished upon request.

25. In the event that a negative balance is created in any of your Share or Checking Accounts (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) you understand and agree that we may transfer funds to such Account from any other Share, Checking Account or Line of Credit Account (excluding IRA Accounts), including Account(s) upon which you are a joint owner, in an amount equal to the negative Account balance.

26. You must be a member in good standing to maintain any savings, checking and/or loan Accounts. We may report information about your Account to credit bureaus. Late payments, missed payments, negative balances, or other defaults on your Account may be reflected in your credit report.

27. **STATUTORY LIEN:** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your Account(s) or Accounts on which you are a joint owner (except IRA) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

Transfers in excess of the above limitations may not be honored.

If you exceed the transfer limitations set forth above during any month, your Account will be subject to closure by the Credit Union.

28. As a condition of establishing Membership, we may confirm your eligibility prior to or subsequent to opening your Primary Share Account.

29. If a check or other item which we cash for you or which you deposit to your Account is returned to us as unpaid for any reason, we may charge your Account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your Account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.

30. We may represent a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to represent the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your Account.

31. In the event a returned deposit causes your Account balance to become negative, we may retain the item until the negative balance is resolved.

32. You understand and agree that we must comply if we are served with any notice of garnishment or attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to your Account that we reasonably believe is valid. We may charge a fee, and we may assess this fee against any Account you maintain with us, including the Account that is the subject of the legal process.

33. In the event that a money order, cashier's, teller's, or certified check is lost or stolen, you must execute and deliver to us a written Stop Payment Request and Indemnification Agreement and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Stop Payment Request and Indemnification Agreement is not enforceable until the later of: (1) the time the Stop Payment Request and Indemnification Agreement is properly delivered to us, or (2) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the attempting to, or stopping payment on such check. You agree to indemnify us for any loss or claim occasioned by our attempting to, or making, your stop payment.

34. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Account must be commenced within one year after the cause of action occurs.

35. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expenses from your Account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or

collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

36. This Agreement is governed by the Bylaws of the Credit Union, Federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the State of California, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union's headquarters office is located.

37. You and SAFCU agree to attempt to informally settle any problems which might occur. If that cannot be done, you and SAFCU agree that a judge will hear our claims without a jury.

38. If you close your Regular Share Account within ninety (90) days of its opening, an Account Closure fee may be charged in accordance with our Fee Schedule.

#### 39. FACSIMILE SIGNATURES/INSTRUCTIONS

We may refuse to accept facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon a facsimile signature(s) resembling a signature that has been provided to us by you. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs, and expenses including, but not limited to, reasonable attorney fees arising directly or indirectly out of the misuse or the unlawful or unauthorized use of the facsimile signature(s) by any person. We are not required to act upon instructions received by facsimile transmission.

#### 40. COLLECTION ITEMS

Some items, such as items subject to processing delays (e.g., insurance drafts, returned substitute checks and foreign items), cannot be credited to your Account until we receive the funds. On such items, we will tell you this and give you an estimate of the time it will take to receive the funds. When funds are received, we will notify you and immediately credit your Account for that amount minus any service charge levied by a third party. Refer to our current Schedule of Fees and Charges.

41. All Accounts are verified through ChexSystems. We may refuse to open an Account based on information provided by them.

42. If you voluntarily give information about your Account (such as your routing number and your Account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your Account initiated by the party to whom you give the information is deemed authorized.

#### 43. LOST ITEMS FOR DEPOSIT OR ENCASHMENT

We act only as your collection agent when receiving items for deposit or encashment. You should be aware that we reserve the right to reverse the credit for any deposited item or charge your Account for cashed items should they become lost while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost items by providing us with such information and other assistance as we request. We may charge your Account when a photocopy of a check you have written is presented to us for payment in place of a lost original, unless a stop payment order is in effect for the check.

#### 44. E-MAIL ADDRESS

By supplying a valid e-mail address to the Credit Union, you are selecting e-mail as a preferred delivery method for correspondence that the Credit Union elects to make available via this communication method.

#### 45. ACCOUNT SERVICES FOR MINORS

The Credit Union may, from time to time, elect to offer and/or provide minors with access to their Credit Union funds via checking Accounts and/or debit cards. In such cases, the Credit Union recognizes that minors cannot be legally bound by the wording in the related contractual Account agreements. An adult joint owner may be required and will be the responsible party for the Account.

#### 46. TELEPHONE MONITORING

To ensure you receive courteous and efficient service, supervisory personnel in our Member Service Center may randomly monitor member telephone conversations. These conversations may be recorded.

#### 47. TERMINATION/RESTRICTION ON ACCOUNTS

Consistent with the Credit Union's bylaws, your Account or other relationship with us may be terminated by you or by us at any time and without previous notice. Closure of an Account will not affect your obligation to pay any outstanding balances or charges owed. We may terminate the Account by mailing you a notice (prior to or immediately after closing the Account) and/or a check for the Account balance. Thereafter, the funds will stop earning interest (even if the check is returned or remains un-cashed for any reason).

Your Account(s) may also be terminated or closed by us at any time, without prior notification, if it has a zero balance, for a period greater than three months. The Credit Union also reserves the right to close your Account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your Account; (2) there is a dispute as to the ownership of the funds in the Account; (3) your Account checks are lost or stolen; (4) there are excessive returned unpaid items; or, (5) there has been any misrepresentation, deliberate manipulation or any abuse of your Account. Manipulation includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment.

We reserve the right to suspend or deny all services, close your Account and, if appropriate restrict your access to Credit Union premises if you fail to conduct your business with the Credit Union in a civil and business-like way. Violence, or threats of violence, against Credit Union staff, volunteers or other Members will not be tolerated.

You may terminate any Account at any time by notifying us orally, by writing to us at the Credit Union, or by informing us in person at one of our branches, but such notice will not affect any prior transactions on any Account. The Credit Union is not responsible for payment of any check, withdrawal or other item once any Account is terminated; however, if the Credit Union pays any items after termination, or if any Account is terminated due to overdraft, you agree to reimburse the Credit Union for any payment or overdraft.

The Credit Union may report information about your Loan Account to credit bureaus, late payments, missed payments, or other defaults on your loan Account may be reflected in your credit report.

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Santa Ana Federal Credit Union, 800 W. Santa Ana Blvd., Santa Ana, CA 92701, so we can investigate.

48. Address change requests must be in writing and may require authorization from the Primary Account Owner.

### **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL AND JOINT ACCOUNTS**

1. If there is more than one owner, all agree with each other and with us that all sums now paid in on shares by any one or all Account owner(s) including all dividends thereon, if any, are and shall be owned by all Account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the Account owner(s) or the survivor(s) of any of the Account owner(s). Any such payment shall be valid and shall discharge the Credit Union from any liability.
2. We are not obligated to inquire as to the source of funds received for deposit to a joint Account or to inquire as to the proposed use of any sums withdrawn from the Account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
4. You may pledge any or all of the shares on deposit in a Regular Share Account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you will be binding on all of you.
5. Joint ownership of an Account does not constitute Credit Union membership. Joint owners may be nonmembers.
6. A right of survivorship arising from the express terms of a joint Account cannot be changed by will.
7. Being a joint owner of a member's Account does not constitute Credit Union membership for the joint owner. Joint owners are non-members. As a result, Credit Union Benefits may be limited.

### **TERMS AND CONDITIONS APPLICABLE TO PAY-ON-DEATH (P.O.D.) DESIGNATION**

1. If you have made a Pay-On-Death (P.O.D.) Designation, all sums are payable on request by you during your lifetime and upon your death to your designated P.O.D. payee(s) in equal and individual shares or, if the Account is jointly owned to one or more Account owner(s) during their lives and on the death of all of them to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.
2. You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
3. A Pay-On-Death Designation cannot be changed by will.

### **TERMS AND CONDITIONS APPLICABLE TO ALL LIVING TRUST ACCOUNTS**

1. The Trustor(s) (Revocable or Irrevocable Trust) or Beneficiaries (Irrevocable Trust) is/are members of the Credit Union.
2. The Credit Union has not received a copy of the Trust Agreement and shall, in no event, be liable for its contents.
3. Any subsequent accounts opened at the Credit Union under this Agreement and membership number will be opened in the name of the Trust and will be governed by this Agreement and the terms and conditions contained herein, unless otherwise specified.
4. If there is a change in the terms of the Trust affecting this Account, the Trustee(s) agree to execute a new Agreement for accounts in the name of the Trust and the change shall not be effective until the Credit Union has received the new Agreement and has had a reasonable opportunity to act on it.
5. The Trustees declare that any one of the named Trustees or co-Trustees may, without limitation, transact business in this account, withdraw and deposit funds, open or close accounts or borrow or pledge share account funds and the actions of any one Trustee or co-Trustee shall be binding on all Trustees. Funds shall only be released to the Trustee(s), acting alone or in concert, or to a duly appointed successor Trustee(s) upon the death, resignation or incompetence of the undersigned as applicable; which payments shall be valid and discharge the Credit Union from any liability. The Credit Union may require that any and all disbursements of funds be made payable to all named Trustees or that all named Trustees must authorize a transaction or conduct business in an account.
6. Death, resignation or incompetence of all below signed Trustee(s) shall not revoke our authority under this Agreement until we have written notice of the fact of the death, resignation or incompetence and have reasonable opportunity to act on it. The Trustee(s) shall notify us if any Trustee dies, or becomes incapacitated, or resigns.
7. If there is a temporary or permanent vacancy in the office of a co-Trustee, the Credit Union may conduct transactions with the remaining Trustee(s) as if the only Trustee(s).

8. The Trustor(s)/Trustee(s) hereby agree(s) for all themselves and all beneficiaries for the life of the trust account and the statutory life of any cause of action involving any account to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgements, costs, charges, and expenses, including court costs and attorney's fees, against any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business on any Trust account at this Credit Union. The Trustor(s)/Trustee(s) agree(s) to pay any necessary expenses, attorney's fees or costs incurred in the enforcement of this hold harmless and indemnify provision.
9. The Credit Union shall have discretion in how it determines the identity of any person claiming to be a Trustee or successor Trustee. Such determination shall be binding on the Trustor, Trust, Trustees, beneficiaries, and any successor Trustees.
10. The Trustees warrant that each account established with the Credit Union under this Agreement and membership number, is established and maintained in a manner that is wholly consistent with the governing Trust document.
11. Subject to paragraph 1 above, any Trustee may open additional accounts under this Agreement and membership number in the name of the Trust either in person or by telephone. The Credit Union is not required to obtain the consent of all Trustees or to notify all Trustees concerning the opening of additional accounts by any Trustee under this Agreement.
12. The Credit Union is required to report all dividend income paid on accounts to the IRS. Please enter the taxpayer identification number for the Trust or if the Trust does not have its own taxpayer identification number, the social security number of the Trustor.
13. You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) (excluding IRA Accounts) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
14. A right of survivorship or a beneficiary designation in a Trust Account cannot be changed by will.

### **TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS**

1. You are duly appointed and acting in the capacity of Executor/ Executrix, Administrator/Administratrix, Guardian or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this Account. Your authority shall continue in force until written notice to the contrary is received by us.
2. You may pledge any or all shares on deposit in the Account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one fiduciary shall be binding on all fiduciaries.
3. If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the Membership Invitation/Signature Card.
4. If the Account is blocked, you understand that you shall file with the court a written document including the agreement with the Credit Union that the money in the Account, including any earnings thereon, shall not be withdrawn except upon court order.

### **TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS**

1. You affirm that you are the sole proprietor of the sole proprietorship named on the Signature Card. We may pay out funds with your signature. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the Signature Card which we receive for deposit.
2. You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to then current loan policies.
3. If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the Membership Invitation/Signature Card.

### **TERMS AND CONDITIONS APPLICABLE TO CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION (CLUB) ACCOUNTS**

1. The person(s) named on the Membership Invitation/Signature Card are duly authorized to make the certification to certify, that at a regularly held meeting, the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one (1) of the signatories, as named on the Membership Invitation/Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the Account. You certify that signature(s) appearing on the Membership Invitation/Signature Card are the genuine signature(s) of said authorized person(s); and that your authority shall continue in force until written notice to the contrary is received by us.
2. You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
3. If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Agreement as well as the terms of the Membership Invitation/Signature Card.
4. To be eligible to join the Credit Union, a corporation, partnership, or unincorporated association must be located within Orange County, California.

### **DISCLOSURE OF FUNDS AVAILABILITY POLICY**

Our policy is to generally make funds from your deposits available to you on the same business day as the day we receive your deposit. At that time, you can withdraw the funds in

cash and, in the case of Share Draft Checking accounts, we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays. If you make a deposit at a 24-Hour ATM or our After Hours Depository after 7:45 a.m. or make any deposit on a Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open. We will consider that deposits by mail are made on the day we receive them.

Longer delays may apply: In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the same business day.

If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you notice by the day after we receive your deposit. If you need the funds from a deposit right away, please ask us when funds will be available.

In addition, funds you deposit by check may be delayed for a longer period than noted above under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You have overdrawn your account repeatedly in the last six months
- You redeposit a check that has been returned unpaid
- There is an emergency, such as a failure of communications or computer equipment

We will notify you if we 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 not later than the eleventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS:** If you are a new Member, the following special rules will apply during the first 30 days your account is open:

Funds from deposits of cash or from electronic or wire transfers into your account will be available on the same business day as the day we receive the deposit. The first \$5,000 of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same business day as the day of your deposit if the checks are made payable directly to you. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the eleventh business day after the day of your deposit.

**HOLDS ON OTHER FUNDS:** If we accept for deposit a check that is drawn on from another bank, we may make funds from the deposit available for withdrawal from the account of deposit immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**EFFECT OF A HOLD:** Even if we do not make all the funds from a deposit available the same business day, the amount of the deposit is credited and begins to earn dividends immediately.

**COLLECTION ITEMS:** Some items, such as items subject to processing delays (e.g., insurance drafts and foreign items), cannot be credited to your account until we receive the funds. On such items, we will tell you this and give you an estimate of the time it will take to receive the funds. When funds are received, we will notify you and immediately credit your account for that amount minus any service charge levied by a third party.

We're Here for You

How to Reach Us

Website [www.safcu.org](http://www.safcu.org)  
Branch Hours Mondays to Thursdays 8 a.m. to 4 p.m.  
Fridays 8 a.m. to 6 p.m.  
Telephone  
Service Center Mondays to Thursdays 8 a.m. to 5 p.m.  
Fridays 8 a.m. to 6 p.m.  
SAFCU by Phone (714) 834-1341 or (800) 541-2546  
Mailing Address 800 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Visit our website for a complete listing of  
SAFCU and CO-OP Network ATMs.



**Santa Ana**  
Federal Credit Union



# ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS

This Disclosure supersedes all  
Disclosures prior to the effective  
date shown below.

**Effective August 1, 2009**



**Santa Ana**  
Federal Credit Union

800 W. Santa Ana Blvd., Santa Ana, CA 92701 / [www.safcu.org](http://www.safcu.org)  
(714) 834-1341 / (800) 541-2546 / fax: (714) 834-0461

PEOPLEHELPINGPEOPLE borrow / save / invest / access money / build a community

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## ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In the following Agreement, the words "YOU" and "YOUR" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "WE", "US", "OUR", "Credit Union" and "SAFCU" mean Santa Ana Federal Credit Union.

This Disclosure and Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., 1693, et. seq.) and Regulation E (12 CFR 205, et. seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, Santa Ana Federal Credit Union participates in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; preauthorized deposit of payroll deduction; preauthorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized payments to a third party (for example, insurance premiums and mortgage payments); preauthorized transfers from another financial institution; "SAFCU by Phone Audio Response; VISA® Debit Card; "Online Banking" Online Bill Payer and automated teller machine (ATM) electronic funds transfer (EFT) services; transactions at a point of sale (POS) terminal whether or not an access device is used; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check. Disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services. You understand that the agreements, rules and regulations applicable to your Share Accounts, Share Draft Account, and any other applicable Account, remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

Your acceptance, retention or use of the Visa Debit Card or Personal Identification Number (PIN) constitutes an agreement between us and you as described below.

### DISCLOSURES APPLICABLE TO VISA DEBIT CARD SERVICES

You may use your VISA Debit Card to perform the following transactions:

- Make deposits to your Regular Share or Share Draft Account;
- Withdraw cash from your Regular Share or Share Draft Account at ATMs, merchants or financial institutions that accept VISA Cards or display the logo of an ATM network affiliated with the Credit Union;
- Transfer funds between your Share and Share Draft Accounts;
- Make point-of-sale payments for goods and services to others from your Share Draft Account;
- Make account balance inquiries;
- Order goods or services by mail or telephone from places that accept VISA Cards, without using your PIN;
- Purchase goods or services at places that accept VISA Cards with or without using your PIN.

You may also use your Card at ATMs or POS terminal in the CO-OP<sup>SM</sup> Network, Star and Plus Networks.

**TRANSACTION AUTHORIZATION:** By using your VISA Debit Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers to and from your accounts with the Credit Union, in accordance with the instructions you give the ATM.

If you authorize us to issue a VISA Debit Card or PIN (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that person to withdraw funds from any account which can be assessed by the VISA Debit Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the VISA Debit Card.

Use of the VISA Debit Card, the account number on the VISA Debit Card, the PIN or combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others who honor the VISA Debit Card is an order by you for the withdrawal of the amount of the transaction from your account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the VISA Debit Card will be charged to your account on the date the transaction is posted to your account.

**LIMITATIONS ON TRANSACTIONS:** You may make cash withdrawals and purchases only to the extent that you have available funds in your Share Draft Account. Cash withdrawal limitations are disclosed below under "Limitation of Service".

For security reasons, there may be limits on the number of those transactions that may be authorized.

**RIGHT TO RECEIVE DOCUMENTATION:** You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us.

You will receive a statement monthly for the Account(s) which you have accessed using the VISA Debit Card. The statement will show the effective date that you initiated the transaction, the type of transaction, and the amount of the transaction occurring on the statement.

**GAMBLING:** You are prohibited from using your Card, Card number or PIN for illegal transactions including, but not limited to Internet Gambling. You agree to indemnify the Credit Union for your use of the Card, Card number or PIN for illegal transactions. Such transactions include, but may not be limited to, any quasi-cash or on-line gambling transaction, any electronic commerce transaction conducted over an open network and any betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

**VERIFICATION:** Any and all transactions are subject to verification. The Credit Union will acknowledge transactions only after such verification is made.

**MAKING ELECTRONIC FUNDS TRANSFERS:** You agree to follow the instructions posted, displayed or otherwise given for use of an authorized ATM.

**LIMITATIONS OF SERVICE:** You and all other Joint Account holders or Cardholders, jointly and severally, agree to use any access device(s) in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized. You may make an unlimited number of balance inquiries on your designated Account(s) each day. A transaction charge may be imposed by a participating network institution or the Credit Union (see Fee Schedule) if such inquiries are initiated through a network terminal.

You MAY ONLY MAKE DEPOSITS to your Account(s) at ATM terminals authorized by the Credit Union. The Credit Union will NOT BE RESPONSIBLE for any direct or incurred losses or the failure to credit any attempted deposits into any Account.

You may use your Card to obtain up to \$500.00 per day (or other amounts as specified at later dates), with the exception that from Friday 12:00 p.m. to Monday 12:00 p.m. you may obtain a total of \$1,500.00, from authorized terminals. For the purposes of this Disclosure, one "banking day" shall constitute one day.

Various financial institutions which participate in the various networks to which the Credit Union is a member may have authorized withdrawal limits different than \$500.00 at their respective ATMs. In the event that a specific ATM is limited to withdrawals of less than \$500.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be greater than \$500.00, you will still be limited to the \$500.00 maximum withdrawal limit of available funds per Account per day as established by the Credit Union. Available funds in your Account(s) as may be indicated at the time of a balance inquiry at an ATM terminal, may not reflect (if applicable) any available authorized overdraft protection options on the Account(s). You may NOT be able to obtain all EFT services at all participating ATMs.

**CONFIDENTIALITY OF PIN:** Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the Card or PIN (Access Code) is lost or stolen.

As a precaution you should not write your PIN (Access Code) on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN (Access Code). Never let anyone watch you use your Card or PIN (Access Code) at any ATM.

### ADDITIONAL DISCLOSURES APPLICABLE TO VISA DEBIT CARD WHEN USED AS A POINT OF SALE DEVICE

**TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:** By use of your VISA Debit Card with your PIN or sometimes just your VISA Debit Card or VISA Debit Card number at a participating Point-of-Sale terminal, you authorize us to make withdrawals from your Share Draft Account for cash or to pay for goods and services. When you do so, you use your VISA Debit Card as a debit card and your VISA Debit Card works much like a check you write on your account. Your VISA Debit Card is not then serving as a credit card, which means you may not defer payments of VISA Debit Card transactions. When you use the VISA Debit Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your VISA Debit Card number. Some merchants may impose a fee for a VISA Debit Card transaction. We are not liable if a merchant or financial institution does not accept your VISA Debit Card or VISA Debit Card number.

We may debit or place a hold on your Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or other financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your Share Draft Account for the amount authorized. As a result you will not have access to the funds on hold, other than for the transaction authorized, until the transaction posts to your Share Draft Account or until the hold expires (up to three (3) business days from the date of the transaction).

You may not stop payment on a VISA Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services for which you paid with your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or don't fulfill any of the terms of this disclosure, you also indemnify us for all resulting damages and liability.

**ACCOUNT ACCESS:** You may use your VISA Debit Card to access your account(s) as you normally would at any authorized ATM terminal. You may use your VISA Debit Card to withdraw cash from your Share Draft Account or pay for merchandise from your Share Draft Account at participating merchants, financial institutions or others who honor the Card.

**VISA NETWORK ATMS.** If you have a Visa Credit Card issued by Santa Ana Federal Credit Union, you may use your Visa Credit Card with your VISA personal identification number (PIN) to make cash advances from your Credit Card Account only. You may not access your other Accounts via the Visa network ATM. You authorize us to charge your Visa Account in accordance with the instructions you give the ATM.

### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not give your Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
11. Don't display your cash. Pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
12. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

### DISCLOSURES APPLICABLE TO SAFCU BY PHONE AUDIO RESPONSE

By requesting SAFCU by Phone you have requested that Santa Ana Federal Credit Union provide you a member selected confidential access code for access to our SAFCU by Phone telephone banking. (This access code will be different from your SAFCU ATM or Visa Debit Card PIN).

**GOVERNING DOCUMENTS:** Your use of SAFCU by Phone is governed by this Disclosure and Agreement and any other agreements you have with us concerning the transaction you are conducting through these services such as a credit card, loan or line of credit agreement. These other agreements are not changed by you using SAFCU by Phone.

**SAFCU by Phone:** Your account will be set up with access through SAFCU by Phone. In order to activate SAFCU by Phone, you must call SAFCU by Phone at (714) 834-1341 or toll free at (800) 541-2546, select an access code and identify yourself by answering a few questions. You may use your access code to verify certain information on your accounts, such as to check current balances, review transaction history, and verify the date and amount of your last deposit. You may also perform certain transactions, including transfers from share accounts, loan payments and withdrawals made from savings accounts for which a check will be mailed to your home.

**VERIFICATION AND POSTING OF TRANSACTIONS:** Transactions made through SAFCU by Phone are binding only after verification by the Credit Union. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

**NOTE:** Credit Union checks are prepared for withdrawals requested on SAFCU by Phone only and will be mailed to your address of record. Checks will be mailed on the next business day.

**PERIODIC STATEMENT:** You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has SAFCU by Phone activity during the month.

**ONLINE BANKING:** To use our online banking program, SAFCU@Home, you will need your account number and an access code. By using the SAFCU@Home service, you agree to the terms and conditions outlined in the SAFCU@Home Disclosure and Agreement. You may use SAFCU@Home to verify certain information on your accounts, such as to check current balances, review transaction history, and verify the date and amount of your last deposit. You may also perform certain transactions, including share transfers and loan payments. Transfers made from savings accounts are subject to the limitations described in the section titled "Transaction Limits for Savings and Money Market Shares." To log into the SAFCU@Home service, visit our web site at [www.safcu.org](http://www.safcu.org).

**ONLINE BILL PAYER:** To use our bill payer service, log onto SAFCU@Home and select "Bill Payer". By using the online bill payer service, you agree to the terms and conditions outlined in the SAFCU@Home Bill Payer Disclosure and Agreement. You may use the online bill payer service to debit your SAFCU Share Draft account to pay bills and make other payments via the Internet. To log into SAFCU@Home and access our bill payer service, visit our web site at [www.safcu.org](http://www.safcu.org).

**ONLINE E-MAIL COMMUNICATIONS:** You can communicate with us via electronic mail by logging on to our website and following the instructions for contacting us. However, you may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since these types of requests require expeditious handling, you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any e-mail we actually receive from you. Any information you receive from us in response to your e-mail question(s) is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to e-mails from the e-mail address we have on file for you. If you change your e-mail address, you must notify us in writing before your address changes.

If you sign up for the Online Banking service, unless you instruct us otherwise, and to the extent permitted by law, you agree that we may, at our discretion, send you communications in electronic form and that you will print a paper copy of all communications you receive from us in electronic form and retain for your records. This would include legally required disclosures about your accounts with us, agreements concerning Online Banking and periodic statements concerning your accounts with us. Any electronic message sent to you by us shall be considered as if sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us, even if you have not signed on to Online Banking within that time frame. If you want to revoke your agreements to receive communications from us in electronic form, you must call us with your revocation request at (714) 834-1341.

### DISCLOSURES APPLICABLE TO PRAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If you have arranged to have preauthorized electronic deposits of your net paycheck, payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following information applies to you.

**ACCOUNT ACCESS:** Preauthorized deposits, with the exception of payroll deductions, may be made to your Regular Share or Share Draft account(s) only.

**NOTIFICATION OF PRAUTHORIZED DEPOSITS:** If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (714) 834-1341 and we will advise you whether or not the preauthorized deposit has been made.

**DOCUMENTATION OF PRAUTHORIZED DEPOSITS:** You will receive a monthly statement for each month in which a deposit is made, but at least quarterly if no deposits are made.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, we deposit any amount in an account, which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If you have requested a preauthorized payment to a third party from any Credit Union account, the following information applies to you.

**ACCOUNT ACCESS:** Preauthorized payments may be made from your Regular Share or Share Draft account(s) only.

Right to receive documentation of preauthorized payment.

1. **INITIAL AUTHORIZATION:** You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.
2. **NOTICE OF VARYING AMOUNTS:** If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. **PERIODIC STATEMENTS:** You will receive a monthly statement for each month in which a transfer is made, but at least quarterly, if no transfers are made.

**RIGHT TO STOP PREAUTHORIZED PAYMENT:** If you want to stop any preauthorized payment, here's how:

Call us at (714) 834-1341, or write us at SANTA ANA FEDERAL CREDIT UNION, 800 W. Santa Ana Blvd., Santa Ana, CA 92701 in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. 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 or the oral stop pay order will cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire preauthorized payment arrangement with the payee, you must contact the payee. You can also notify us that the preauthorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within fourteen (14) days of your oral notice to us, otherwise the oral notice will cease to be binding.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for losses or damages, to the extent provided by law. There is a Stop Payment Fee as disclosed on the Fee Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

## GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

### ERROR RESOLUTION

**Business Day Disclosure:** Our regular business days are Monday through Friday, except federal holidays.

In case of errors or questions about your electronic funds transactions, telephone us at (714) 834-1341, or write us at 800 W. Santa Ana Blvd., Santa Ana, CA 92701 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or transaction receipt. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared, unless the error is on an ACH transaction. We must hear from you no later than sixty (60) days from the date the ACH transaction posted to your account.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may instead take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days 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 we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

**EXCEPTION:** We have up to twenty (20) business days to provisionally credit your account, if the notice of error involves an electronic funds transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e. a new account). For new account transactions, foreign-initiated transactions, or point-of-sale debit card

transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), we may take up to ninety (90) calendar days to complete our investigation.

**POINT-OF-SALE TRANSFER EXCEPTION:** We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than a cash disbursement at an ATM. Except that if we determine that the circumstances or your account history warrant a delay, you will receive credit within ten (10) business days.

You may ask for copies of the documents that we used in our investigation.

**OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:** If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. In the event an ACH origination date falls on a Saturday, Sunday or bank holiday, transfers will be made on the previous business day.
2. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction.
3. The transaction requested would exceed an unused credit limit.
4. The automated teller machine where you are making the transaction does not have enough cash.
5. The automated teller machine, terminal or electronic system being used, was not working properly and you knew about the breakdown when you started the transaction.
6. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken.
7. Your Visa Debit Card, PIN or SAFCU by Phone access code and password you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by us at your request, or your, Visa Debit Card PIN, SAFCU by Phone access code and password has been repeatedly entered incorrectly.
8. Failure to complete the transaction, if done to protect the security of your account and/or the electronic terminal system.
9. We received incorrect or incomplete information from you or from third parties (e.g. U.S. Treasury, an automated clearing house or a terminal owner).
10. You are in default on an account you are attempting a transfer.
11. You fail to properly follow SAFCU by Phone or applicable software instructions on how to make a transfer or payment.
12. There is a malfunction in your personal computer browser and/or software.
13. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider Failure.
14. There may be other exceptions.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your account or transaction only;

1. Where it is necessary for completing a transaction.
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with a government agency or a court order, subpoena or other legal document.
4. If you give us your written permission.
5. In our discretion, to our affiliates.

### ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If funds from your account have been transferred via ACH where you have provided a paper check or check information to a merchant or other payee to capture the routing, Account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction") the following applies to you:

**TYPES OF AVAILABLE TRANSACTIONS:** We may make transfers via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, Account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution.

**ACCOUNT ACCESS:** Electronic Check Transactions may be made from your Share Draft Account only.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS:** You may make Electronic Check Transactions only to the extent that you have available clear funds in your Share Draft Accounts or available funds in your designated overdraft sources.

**OVERDRAFT TO LINE OF CREDIT:** You understand that if you have an overdraft line of credit account in conjunction with your Share Draft Account, then you may use that line of credit to fund any overdraft on your Share Draft Account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your Share Draft Account, your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Share Draft Account by making a cash advance from your line of credit account, if any.

Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:** Tell us AT ONCE if you believe your Visa Debit Card, PIN or SAFCU by Phone Access Code has been lost, stolen or discovered by an unauthorized person or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s), plus your maximum line of credit. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00, if someone used your Visa Debit Card.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Visa Debit Card PIN or SAFCU by Phone access code and password, and we can prove we could have stopped someone from using your SAFCU by Phone PIN and password, without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by Card, Code or other means, tell us AT ONCE. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money, if you had told us in time.

If you can document a good reason (such as a long trip or hospital stay) that kept you from telling us, we will extend the time periods.

**EXCEPTION FOR CERTAIN VISA TRANSACTIONS:** Notwithstanding the above, you will have no liability for unauthorized transactions with your Visa Debit Card that are processed through VISA. If a transaction at an ATM is not processed through VISA (such as a cash withdrawal from your Share Draft account) this exception will not apply. This exception will not apply to Visa Debit Cards issued outside the U.S. You must provide a written statement regarding any claim of unauthorized VISA Transactions.

If you authorize someone else to use your Visa Debit Card or PIN, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorize.

**NOTICE REGARDING NON-VISA PINLESS DEBIT CARD TRANSACTIONS:** We allow non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN to authenticate your transactions.

The non-Visa debit network for which such transactions are allowed are the Star®, Plus, and CO-OP networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include a Visa transaction on your Visa Debit Card, signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If you have any questions about non-Visa debit transactions, please give us a call at (800) 541-2546.

\*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**REPORTING A LOST/STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS:** If you believe your Visa Debit Card or SAFCU by Phone PIN and password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, you must contact us. You may report your Visa Debit Card by calling (714) 834-1341 during regular business hours. After hours, Visa Debit Card only, (800) 654-7728 or (800) 449-7728 (Cardholder Services). You may also write us at Santa Ana Federal Credit Union, 800 W. Santa Ana Blvd., Santa Ana, CA 92701, ATTN: Visa Department.

**FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES:** All charges associated with our electronic funds transactions are subject to the Santa Ana Federal Credit Union Fee Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**FOREIGN TRANSACTIONS AND CHARGES:** Any transaction done in a foreign country is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be .80% of the transaction amount and 1% if there was a transaction negotiated in non-US currency exchange.

**NOTICE REGARDING ATM FEES BY OTHERS:** If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**CHANGE IN TERMS:** The Credit Union may change any term and condition of this Disclosure and Agreement at any time, but the Credit Union will give you at least twenty-one (21) days written notice of any change which would result in a greater cost or liability, or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

**COLLECTIONS:** You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your use of ATMs or other "electronic services" and you agree to repay any withdrawals which create an overdrawn balance on any of your accounts. The Credit Union has security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of this Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including attorney's fees.

**TERMINATION OF ELECTRONIC SERVICES:** You may, by written request and by actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transactions at any time upon written notice. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any account agreement have been breached by you or any of your accounts are not in good standing. Upon termination by you or us you will cut and return to us all cards issued in connection with this Agreement. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

**VERIFICATION:** All transactions affected by use of the Visa Debit Card and PIN, SAFCU by Phone, which would otherwise require your signature or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the Visa Debit Card and PIN, SAFCU by Phone and access code and password.

**REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS:** During any month, you may not make more than six (6) withdrawals or transfers from your Savings accounts to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as SAFCU by Phone, fax or personal computer) order or instruction. You may make an unlimited number of withdrawals from or transfers among, your Savings accounts by mail, messenger or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through SAFCU by Phone, if you request that we send you a check.

Transfers in excess of the above limitations may not be honored.

**ACH AND WIRE TRANSFERS:** ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

**REQUEST FOR CANCELLATION OF ACH ORIGINATIONS:** In order to cancel an ACH origination, a written request must be submitted to the Credit Union to the attention of the SAFCU Back Office Department. Please allow 2 weeks for processing.

**PROVISIONAL PAYMENT DISCLOSURE:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you

are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**NOTICE DISCLOSURE:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW DISCLOSURE:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**NOTICES:** Any notice sent to you by the Credit Union will be effective when mailed to your last known address as shown on the Credit Union records or, if you signed up for Online Banking, your e-mail address.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure and Agreement.

**OTHER AGREEMENTS:** Other Agreements between you and the Credit Union controlling Share Accounts and Share Draft Accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

**APPLICABLE LAW:** This Disclosure and Agreement shall be construed and governed in accordance with the laws of the State of California.

**NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR VISA DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURN IT TO SANTA ANA FEDERAL CREDIT UNION, 800 W. SANTA ANA BLVD., SANTA ANA, CA 92701.**

**We're Here for You**

**How to Reach Us**

Website	www.safcu.org
Branch Hours	Mondays to Thursdays 8 a.m. to 4 p.m. Fridays 8 a.m. to 6 p.m.
Telephone Service Center	Mondays to Thursdays 8 a.m. to 5 p.m. Fridays 8 a.m. to 6 p.m.

SAFCU by Phone (714) 834-1341 or (800) 541-2546

Mailing Address 800 W. Santa Ana Blvd.,  
Santa Ana, CA 92701

Visit our website for a complete listing of  
SAFCU and CO-OP Network ATMs.



**Santa Ana**  
Federal Credit Union



AMERICA'S  
CREDIT UNIONS™

