

SAFE 1 CREDIT UNION

ATM / MASTERCARD DEBIT CARD DISCLOSURE AND AGREEMENT

This Disclosure and Agreement is amended from time to time ("Agreement") and sets forth the terms and conditions governing the use of the SAMM Card ("Card") and/or MASTERCARD Debit Card ("MasterCard Check Card" or "Card") issued to you at your request by Safe 1 Credit Union ("Credit Union" or "us" or "we"). This Agreement takes the place of all prior agreements and disclosures governing the use of your Card. By retaining, using, or allowing others to use your Card, you agree to be bound by the terms and conditions of this Agreement.

Personal Identification Number

We will issue you a Personal Identification Number ("PIN"). This number should be memorized. DO NOT write it on your Card. After memorizing it, you should destroy it. Your accounts can only be accessed by the use of the Card with the PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

Your Liability

Automated Teller Machine ("ATM") Transactions: Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. If you have authorized someone else to use the Card and/or PIN, you are responsible for all transactions which that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

MasterCard Transactions: If there is an unauthorized use of your MasterCard Debit Card then your liability will be zero (\$0.00) so long as you have exercised reasonable care in safeguarding your card from risk of loss or theft and upon becoming aware, you have promptly reported the loss or theft to the Credit Union. If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us promptly of any unauthorized use, but no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to MasterCard commercial cards.

"Unauthorized use" means the use of your Card by a person other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. Remember to report your card lost or stolen or any unauthorized transactions immediately. This will prevent unauthorized access to your account and minimize any inconvenience.

Our Liability

If we do not complete a transaction to or from your savings or checking 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:

- a) Through no fault of ours, you do not have enough money in your account to make the transaction; or
- b) The transaction would go over the credit limit on your credit line; or
- c) The ATM where you were making the transaction did not have enough cash; or
- d) The ATM or network system was not working properly and you were aware of the malfunction when you started the transaction; or
- e) Circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions we have taken; or
- f) The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; or
- g) Your Card has expired, is damaged, is inactive, or because your PIN has been entered incorrectly; or
- h) Your Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

Refusal to Honor Card

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

In Case of Errors or Questions About Your Transactions

Telephone us at (661) 327-3818, or write to us at P. O. Box 2203, Bakersfield, CA 93303 as soon as you can if you think your statement or receipt is wrong, or if you need information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appears.

- a) Tell us your name and account number.
- b) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c) 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 10 business days.

We will tell you the results of our investigation within 10 business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days** to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days* for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized MasterCard transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not 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. You may ask for copies of the documents we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

**If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

Rules for Use

By using your Card with your PIN at ATM's or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

Waiver of Rights

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

Who is Bound by This Agreement

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

Signatures

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

SAFE 1 CREDIT UNION
ATM/DEBIT CARD DISCLOSURE AND AGREEMENT
CONTINUED

Transactions Available

You may use your Card to perform the following transactions:

- Make deposits to your savings or checking account,
- Withdraw cash from your savings or checking account,
- Transfer funds between your savings or checking account,
- Make point-of-sale payments for goods and services to others from your checking account,
- Make account balance inquiries,
- Pay for purchases at merchants that have agreed to accept the ATM or MasterCard Debit Cards.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

Limitations on Transactions

Normally, you may make ATM cash withdrawals up to \$510 using your ATM card or MasterCard Debit Card, and purchases of goods or services up to \$1,000 using your MasterCard Debit Card during each 24-hour period as long as your available balance will cover these transactions. You may make MasterCard Debit Card signature-based transactions up to \$2,000 each 24-hour period as long as your available balance will cover the transaction. The combined daily limit for ATM cash withdrawals, POS transactions and signature-based transactions is \$2,000. In the event our network is unavailable, or another institution's ATMs have withdrawal limits other than those listed herein, lower limits may apply. Your card may only be used for legal transactions. By using the Card, you agree that all transactions you initiate are legal in the jurisdiction where you live and/or where the transaction occurs. Online and/or internet gambling may be illegal in the jurisdiction where you live, including within the United States. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Card.

Receipts and Statements

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or POS terminals. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. Retain the receipt to compare with your monthly statement from the Credit Union.

Access Cards

All Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

Charges

In order to obtain the electronic services listed, you must open and maintain a savings and/or checking account. All charges assessed by us associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule, which is available at any Credit Union office. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network, including a fee for a balance inquiry even if you do not complete a fund transfer.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction; or
- b) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

Address Change

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements.

Amendments

The Credit Union may change the terms and conditions of the Agreement from time to time by mailing written notice to your address as it appears on our records or e-mail address if you opted in to eDocuments as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of Cards or designated accounts.

Termination

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Card with or without cause. We may do so immediately if:

- a) You or any authorized user of your Card or account breaches this or any other agreement with the Credit Union; or
- b) We have reason to believe that there has been, or might be, an unauthorized use of your Card or account; or
- c) You or any authorized user of your Card or account requests that we do so.

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Additional Benefits/Card Enhancements

The Credit Union may from time to time offer additional services to your account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Business Days

Our business days are Monday through Friday, excluding holidays.

ATM Safety

ATMs provide a quick and convenient way to access your money. However, you should use caution and remember the following safety tips:

- Consider having another person accompany you to the ATM.
- Be aware of the surroundings, look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM. If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your Card away and leave.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit slips/envelopes before leaving your vehicle.
- Have your ATM Card ready, avoid going through your purse or wallet at the ATM site. Put your cash away immediately, count the cash later.
- Keep your PIN secret. Do not write it on your Card or anywhere else in your purse or wallet. Stand close to the ATM and shield the keypad so others can't see you enter your PIN or perform your transaction.
- Never give information about your ATM account to strangers or over the telephone. Communicate this information only to Safe 1 staff and only in person.

MasterCard Cross-Border Transactions

Purchases and cash advances made in foreign currencies will be billed to you in U. S. dollars. If a Cross-Border Transaction on a U. S.-issued credit or debit card is submitted to MasterCard in the currency of the merchant, MasterCard will convert the transaction to the cardholder billing currency using its currency conversion procedure. MasterCard uses either a government mandated exchange rate or wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction are a MasterCard issuer Cross-Border Assessment of nine-tenths of one percent (.9%) and Currency Conversion Assessment of two-tenths of one percent (.2%).

How to Notify Us

If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (661) 327-3818, or write to us at P. O. Box 2203, Bakersfield, California, 93303. You may also call our automated reporting system 24 hours a day at 1-888-241-2510 to cancel your Card
