



# SF Fire Credit Union

Complete Disclosure  
and Account Agreement

# WELCOME TO SF FIRE CREDIT UNION, WHERE YOU ARE THE OWNER.

## WE FEEL THAT IT IS OUR RESPONSIBILITY TO PROVIDE YOU WITH QUALITY PRODUCTS AND SERVICES TO SUIT YOUR FINANCIAL NEEDS.

In this document, we give you important terms and conditions relating to your deposit accounts with San Francisco Fire Credit Union. Please read this document carefully and keep it with your financial records.

If you have any questions after reading the information, please feel free to talk to us. Remember, we are your personal, full-service financial institution.

When you open an account with us, you agree to the terms and conditions described in this disclosure and agreement. These terms and conditions are governed and interpreted according to California and federal law. We may change the terms and conditions any time and will notify you of these changes in accordance with applicable laws and regulations. If you maintain your checking or savings account or renew your term account after the effective date of the change, you indicate your agreement to the change.

The accounts described in the disclosure are affected by several particular federal laws. Please refer to disclosures in this handbook for the following:

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# SF Fire Credit Union

# GENERAL DISCLOSURE AND ACCOUNT AGREEMENT

## Meeting Your Obligations

The Credit Union is a member-owned cooperative. Our ability to provide competitive account and credit products to our members depends on all of our members meeting their obligations to the Credit Union in a timely manner.

Our member conduct policy requires all members, and their authorized agents, to conduct their business with the Credit Union in a civil and businesslike way. You have the right to demand quality service from us. We will not, however, tolerate verbal abuse or harassment of our staff, volunteers or other members, or any violence or threats of violence.

We can expel you from membership, or alternatively deny services to you, if you fail to meet any of your obligations to us, including your obligation to comply with our member conduct policy, or if you cause us a financial loss. If we deem it necessary to preserve a secure and harassment-free workplace for our staff and volunteers, we can bar you from our premises. If we deem it necessary to seek a restraining order against you for the safety of our staff, volunteers or other members, you will pay our reasonable attorney's fees and costs of doing so.

## Notices

Notices that we send to you will be considered received by you five days after we mail them to you at your address in our records if your address is in California or ten days after we mail them to you if your address is outside California. If the option is available and you elect to receive notices and contracts from us electronically, our sending you a notice at the e-mail address we have for you in our records will be sufficient to bind you to any terms stated in the notice. You are responsible for telling us if you change your physical address, mailing address or e-mail address.

## Terms and Conditions

### APPLICABLE TO ALL ACCOUNTS

In this Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who sign the signature card(s). The words "we," "our," "it," and "its," mean SF Fire Credit Union.

## Account Ownership

You will indicate the type of ownership you desire at the time of completing your signature card. The terms of account ownership are described as follows:

### INDIVIDUAL ACCOUNT

An individual person, acting on his or her own behalf in a legal way, may open an individual account. Upon the death of the individual account holder, the funds are released pursuant to those laws relating to decedent estates.

### JOINT ACCOUNT

The account is owned by two or more named parties. Upon death of any of them, ownership passes to the survivor(s).

All owners agree with each other and with us that all sums now paid in or hereafter paid in 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). Any such payment shall be valid and shall discharge us from any liability.

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. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

### PAY-ON-DEATH / TOTTEN ACCOUNTS

If you have made a Pay-On-Death (P.O.D.) or beneficiary designation, all sums are payable on request to you during your lifetime and upon your death to your designated P.O.D. payee(s), or beneficiary(ies). If the account is jointly owned, all sums are payable on request to one or more account owners during their lives and on the death of all of them to one or more payees or beneficiaries then surviving in equal and individual shares. As between P.O.D. payees and beneficiaries, there is no right of survivorship. A Pay-On-Death or beneficiary designation cannot be changed by a will.

### CUSTODIAL ACCOUNTS

You may hold money as a custodian for a minor under the California *Uniform Transfer to Minors Act (UTMA)*. The account is controlled by the custodian, but is owned by the minor. Any transfer of money to the minor named on the account is irrevocable.

The successor custodian named on the account shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated. You may not pledge any of the funds on deposit as collateral security to any loan(s).

### LIVING TRUST ACCOUNTS

A living trust is an estate planning tool created independently of the Credit Union. Upon creating the trust agreement, the member transfers title of his funds to be held in trust.

### FIDUCIARY ACCOUNTS

Accounts may be opened by executors, administrators, conservators, guardians, or trustees under written trust agreements. The Credit Union acts in the capacity of custodian of the funds. The trustee(s) manage and hold title to the funds on deposit.

A fiduciary account may be any type of account (savings, checking, term certificate) other than an IRA.

### SOLE PROPRIETORSHIP ACCOUNTS

You may pay out funds in your name or the name of the proprietorship. You may accept and/or endorse checks made payable to you or the sole proprietorship.

### CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS

The parties authorized to transact business on the account will be designated on the account signature card. Further, any restrictions or limitations will be agreed to by all parties on the account application.

Ownership for the primary account and all sub-accounts shall be determined by the most recent account signature card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new additional signature card.

### VOTING RIGHTS

No transfer of voting rights or other membership privileges are permitted by virtue of a transfer of shares.

## 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 ask to see your driver's license or other identifying documents.

**MEMBERSHIP**

The Credit Union will require a one-time membership fee in the amount of \$5.00 to be paid at time membership is established. *Joint ownership of an account does not constitute Credit Union membership.*

**TAXPAYER IDENTIFICATION NUMBER**

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 information.

**ACCEPTANCE OF CHECKS AND NEGOTIABLE INSTRUMENTS**

You authorize us to accept checks, drafts, money orders and other negotiable instruments ("checks") for credit to your account whether payable to you, and whether endorsed by you or unendorsed. If checks are presented unendorsed, you authorize us to supply any and all required endorsements.

You warrant that any demand deposit, as defined by the Uniform Commercial Code, presented for deposit to your business account, whether a sole proprietorship, partnership, corporation or association, is authorized by your customer, even though not signed by your customer. We reserve the right to refuse to accept for deposit any demand deposit which we have reason to believe is not authorized.

**COLLECTION OF CHECKS**

We may refuse to accept a check which you wish to deposit. For example, we normally do not accept checks for deposit that have previously been dishonored, checks (including cashier's checks) that are more than 90 days old, or checks with certain restrictive endorsements. We may, however, send the check for "collection". This means we do not use normal check clearing procedures. We specially package the check and send it to the financial institution on which it is drawn. If we receive payment for the check, we will credit your account with the amount received on the date we receive payment. We may charge you a fee for sending the check for "collection." This fee is usually subtracted from the amount of the payment we receive.

**CHECK 21**

Check 21 is the new law that allows credit unions, banks and processors to "truncate" checks earlier in the check clearing process. It also allows all US financial institutions to start the process of substituting paper checks with electronic checks at any point during the check collection process.

## Important Consumer Information and Disclosures

### Substitute Checks and Your Rights

Some or all of the checks that you receive with your account statement or by request may look different than the checks you wrote. To make check processing easier, a federal law permits banks to replace original checks with "substitute checks." This notice describes substitute checks and the rights that you will have when you receive substitute checks.

A substitute check is the legal equivalent of an original check for all purposes, including proof of payment, if it includes an accurate copy of the front and back of the original check and contains the words "This is a legal copy of your check. You can use it the same way you would use the original check." A substitute check that meets these requirements is generally subject to state and federal laws that apply to the original check. If you lose money because you received a substitute check, you have the right to file a claim for an expedited refund.

**YOUR RIGHT TO FILE A CLAIM FOR AN EXPEDITED REFUND**

Federal law gives you the right to file a claim for an expedited refund if you receive a substitute check and believe that all of the statements below are true:

- The substitute check was incorrectly charged to your account (for example, if we charged your account for the wrong amount);
- You lost money as a result of the substitute check charge to your account; and
- You need the original check or a better copy of the original check to demonstrate that we incorrectly charged your account (for example, this may be true if you think that we charged your account for the wrong amount and the substitute check does not clearly show the amount).

**EXPEDITED REFUNDS**

To obtain an expedited refund, you must send us a claim. Federal law limits an expedited refund to the amount of your loss, up to the amount of the substitute check, plus dividends if your account earns dividends. You should be aware that you could be entitled to additional amounts under other state and federal laws.

**HOW TO MAKE A CLAIM FOR AN EXPEDITED REFUND**

Make your claim by contacting us through any of these methods:

- Telephone: 415.674.4800 or 1.888.499.FIRE(3473)
- Writing: 3201 California St., San Francisco, CA 94118

You must make your claim within 40 calendar days of the latter of these two dates:

- The date that we delivered the account statement showing the charge that you are disputing; or
- The date on which we made the substitute check available to you.

If there is a good reason (such as a long trip or a hospital stay) that you cannot make your claim by the required day, we will give you additional time.

**YOUR EXPEDITED REFUND CLAIM MUST**

Describe why you think the charge to your account was incorrect:

- Estimate how much money you have lost because of the substitute check charge;
- Explain why the substitute check is not sufficient to show whether or not the charge to your account was correct; and
- Provide us with a copy of the substitute check or give us information that will help us to identify the substitute check and investigate your claim (for example, check number, name of person to whom the check is made payable and the amount of the check).

**OUR RESPONSIBILITIES FOR HANDLING YOUR CLAIM**

We will investigate your claim promptly. If we conclude that we incorrectly charged your account, we will refund your account the amount of your claim (up to the amount of the substitute check, plus dividends if your account earns dividends) within one business day of making that decision. If we conclude that we correctly charged your account, we will send you a notice that explains the reason for our decision and include either the original check or a better copy of the original check than the one you already received. If we have not made a decision on your claim within 10 business days after you submitted it, we will refund the amount that we owe to your account, up to \$2,500, plus dividends, by that date. We will refund the remaining amount, plus interest, to your account by the 25th calendar day after you submitted your claim.

If we refund your account, on the next business day we will send you a notice that tells you the amount of your refund and the date on which you may withdraw that amount. Normally, you may withdraw your refund on the business day after we make it. In limited cases, we may delay your ability to withdraw up to the first \$2,500 of the refund until the earlier of these two dates: (1) the day after we determine that your claim is valid; or (2) the 45th calendar day after the day that you submitted your claim.

**REVERSAL OF REFUND**

We may reverse any refund that we have given you if we later determine that the

substitute check was correctly charged to your account. We may also reverse any dividends we have paid you on that amount if your account earns dividends. Within one business day after we reverse a refund, we will send you the original check or a better copy of the original check than the one you previously received, explain to you why the substitute check was correctly charged to your account, and tell you the amount and date of the reversal.

## Credit Union Rights

We have the absolute and unqualified right to refuse to accept a deposit or an addition to your account, to limit its size, or to return all or part of it to you. We retain the right to refuse to deposit large amounts of cash or any item, including items which are payable to persons unknown to us and whose endorsements are not guaranteed by another financial institution.

### PAYING OUT OF FUNDS

You authorize us to pay out funds or transact business pertaining to your account with any one of the signatures on the signature card, 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. If there is more than one owner, each account owner appoints each other as agent and attorney-in-fact to overdraft any account owner's share or loan accounts.

### NOTICE OF WITHDRAWAL

We reserve the right to request you give us up to sixty (60) days written notice of your intention to withdraw savings from any account except checking.

### TRANSFER OF FUNDS

You authorize us to transfer funds between your accounts on which you are authorized to withdraw funds on your written or oral request. You understand and agree that no transfer will be made unless there are sufficient funds on deposit, that any transfer limitations have not been exceeded, or that there is sufficient credit available, at the time of the transfer.

For all savings, Tiered Savings and term investment accounts, during any calendar month, you may not make more than six (6) withdrawals or transfers to another account or to a third party by means of pre-authorized transfer, telephone transfer or data transmission request. If you exceed the transfer limitations set forth above in any calendar month, the transfer request may be denied.

### ADJUSTMENTS

We may adjust your account if any error in addition or subtraction is discovered after you have left the Credit Union branch. If we exercise our right to make an adjustment, we will advise you promptly, identifying the account and the amount of the adjustment.

### RIGHT OF SETOFF

California state law allows us to apply funds on deposit in your accounts to satisfy any debt you owe us which is not paid when due. If we exercise our right of setoff, we will advise you, identifying the account from which funds were transferred, the account to which they were applied, and the balance before and after setoff in each of these accounts.

### PLEDGING OF SHARES

Except as otherwise stated, you may pledge any or all of your savings or term investment account(s) on deposit as security to any loan(s) subject to current loan policies. Further, if an account is a joint account, a pledge of shares by any of you shall be binding on all of you. You may not withdraw shares that are pledged as security on loan(s) without written approval of a loan officer, except to the extent that such shares exceed their total primary and contingent liability to us. You may not withdraw any shares below the amount of your primary or contingent liability to us if you

are delinquent as a borrower, or if borrowers for whom you are cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.

### CHECK HOLDS

Any check deposited may be subject to a hold. You should not write checks against uncollected funds. Please refer to the "Funds Availability" section for details.

### FEES

You agree to pay us according to the current Schedule of Fees and Charges. We will debit any fees and charges against the applicable account (except IRA accounts) and if there are sufficient funds available, such charges may be treated as overdrafts.

### NOTICE

Notice to one is notice to all including but not limited to all disclosures, terms and conditions, amendments, and change in terms.

### MAILING OF STATEMENTS

You authorize us to mail all statements to the current address of record of the person whose signature appears first on the signature card.

### EXAMINATION OF STATEMENTS

You shall exercise reasonable care and promptness examining all statements and must notify us promptly in writing of any error or unauthorized payment including but not limited to an altered item or unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if you: 1) suffer a loss on the item because of your failure; or 2) we pay another item presented by the same wrongdoer if the payment was made before you properly notified us. Notification must be within sixty (60) days of the date of the statement. 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 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.

### ITEMS LOST

You understand that we are not responsible for items lost while in our possession. When we receive a check to be cashed or deposited for you, we act only as your collection agent. If that check is lost anywhere in the process of collection or returned unpaid, we reserve the right to reverse the credit we gave you for any deposit and to debit any of your accounts for cashed checks that were not deposited to your account.

### LOST OR STOLEN CASHIER'S CHECKS

In the event that a cashier's check is lost or stolen, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration and Claim") in a form acceptable to us and in time for us to have reasonable time to act thereon. You further understand and agree that the Declaration and Claim is not enforceable until the later of: 1) the time the Declaration and Claim is properly delivered to us, or 2) the 90th day following the date of the cashier's check. You agree to indemnify us for any loss or claim occasioned by or attempting to, or making, your stop payment.

### UNAUTHORIZED USE

If you claim a credit or refund because of lost, missing or stolen checks, forgery, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss including notifying law enforcement authorities, filing the appropriate report, and giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. We will have a reasonable time to investigate the facts and circumstances surrounding any claim of loss. In no event will we be liable for special or consequential



damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You also agree to pursue all rights you may have under any insurance coverage you maintain and to provide us with all reasonable information about your coverage, including your insurance carrier, policy number, policy limits, and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

In any event, our liability is limited to the lesser of the actual damages proved or the amount of the forgery, alteration, or other unauthorized withdrawal, reduced by any amount which could have been realized by the use of ordinary care. We may deny a claim of monetary loss due to forged, altered or unauthorized checks if you did not maintain proper control over your checking account.

**ADVERSE CLAIMS**

If we determine that a dispute has arisen over any person's ownership of funds or authority to give us instructions concerning your account, we may require the signatures of all authorized signers on any checks and other instructions. Whether the dispute involves authorized signers, account holders, or third parties, we may also freeze the account until we receive evidence satisfactory to us that the dispute has been resolved. If we do, we may stamp "Refer to Maker" (or similar language) on checks presented for payment and return them. However, we may, without liability to us, continue to honor checks and other instructions given to us by individuals who appear as authorized signers according to our records.

**LEGAL PROCESS**

If we are served with any legal process relating to your account (subpoena, restraining order, writ of attachment or execution, or similar order), we must comply. We will attempt to notify you of such action unless we are restricted by law or court order from doing so. If a legal process affecting your account is received, a processing fee may be charged to your account.

**ENDORSEMENT OF CHECKS**

Marks which obscure a depository institution's endorsement can lead to returned check processing delays. You agree to hold us harmless from any loss, liability or damage you incur due to endorsements, written terms, carbon bands or other marks which obscure the area reserved for the depository institution's endorsement.

**CURRENCY TRANSACTION REPORTING**

Federal regulations require all financial institutions to report currency transactions of more than \$10,000 to the Internal Revenue Service.

**CLOSING OF ACCOUNT**

It is your responsibility to notify us if you wish to close your account and that any applicable fees and charges will continue to accrue until the account is closed. We reserve the right to close any account(s) discovered to be deliberately manipulated to our detriment and/or the detriment of our membership. "Manipulation" includes, but is not limited to, repeated patterns of transactions which have no apparent business reason other than to take advantage of any law or regulation. If an unauthorized signer or agent on your account breaches any agreement with us, we may immediately close your account without prior notice. You must be, and remain, a member in good standing to maintain an account.

**CHANGE OF ADDRESS**

You agree to notify us promptly of any change of address. You may notify us in person at our offices, by sending a written and signed notice to SF Fire Credit Union, 3201 California Street, San Francisco, CA 94118 or through Online Banking at www.sffirecu.org or by calling us at 1.888.499.FIRE(3473) or 415.674.4800.

**FUTURE CREDIT OPPORTUNITIES**

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, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.

**INFORMATION TO THIRD PARTIES**

In the ordinary course of business, we will disclose information about your accounts and the transfers you make to third parties only:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with a government agency or court order; or
- To comply with requests from regulatory agencies; or
- In response to requests by agents of the Credit Union, such as independent auditors, consultants, or attorneys; or
- If you give us your permission.

**CHANGE IN TERMS**

We may amend, modify, add to, or delete from this agreement and disclosure any of its terms and conditions by mailing a notice to your current address of record no less than thirty (30) days prior to the effective date of such change.

**ENFORCEMENT OF TERMS AND CONDITIONS**

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. If any term or condition contained in this agreement and disclosure is determined to be unenforceable, all other terms and conditions shall remain in full force and effect.

**APPLICABLE LAW**

The terms and conditions of this agreement and disclosure shall be construed according to applicable federal laws and the laws of the state of California.

**NEGATIVE CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us by writing: SF Fire Credit Union, 3201 California St., San Francisco, CA 94118, so we can investigate.

**American Share Insurance**

The shares within SF Fire Credit Union are insured by American Share Insurance (ASI). Any qualifying member has *each account* (i.e., savings, checking, certificates, etc.) insured up to a maximum of \$250,000 per account.

This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. Accounts with the institution are not insured by any state government.

**CU Service Centers**

As a member of SF Fire Credit Union you may elect to use any participating CU Service Center to conduct normal credit union-related deposits and withdrawals. **The CU Service Center option is a great way to offer members increased service locations to perform transactions.** All transactions conducted at CU Service Center locations are subject to CU Service Center locations operational procedures, policies, and fees. Transactions on SF Fire Credit Union accounts are subject to terms of SF Fire Credit Union's agreements with its members. **To access your account at CU Service Centers, you need the name of your credit union, your member number, and a valid U.S./State, County, Federal, City Government issued identification**

with signature. You will be asked to sign your transactions regardless of which transaction is performed. Additional rules may apply for you to transact business on your account. Services at CU Service Center locations are deposits and withdrawals and loan payments and advances. Most locations offer additional services such as transfers, statement prints (recent account activity), fax services and photocopies, money orders, traveler's checks, and notary services.

## Unclaimed Property Law

California law states that inactive account balances shall be turned over to the state if, after a period of more than three (3) years, the owner has not:

- Increased or decreased the amount of deposit; or
- Corresponded in writing with this Credit Union concerning the funds or deposits; or
- Otherwise indicated an interest in the funds or deposits as evidenced by a memorandum or letter on file with the Credit Union.

## TERMS & CONDITIONS FOR ACCOUNTS

### Terms and Conditions: Applicable to Regular Saving (Share) Accounts

#### NON-TRANSFERABLE

Savings accounts are non-transferable.

#### DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD

Savings accounts are variable rate accounts. The rate and yield may change at any time at the discretion of the Credit Union's Board of Directors.

### Terms and Conditions: Applicable to Tiered Savings Accounts

#### NON-TRANSFERABLE

Tiered Savings accounts are non-transferable.

#### PLEDGING OF FUNDS

No funds in a Tiered Savings account may be pledged by any or all of said owner(s) as collateral security to any loan(s).

### Terms and Conditions: Applicable to Share Draft (Checking) Accounts

#### PLEDGING OF FUNDS

No funds in a checking account may be pledged by any or all of said owner(s) as collateral security to any loan(s).

#### CHECK PROCESSING

We employ a method of processing checks mechanically, relying on the magnetic ink character recognition (MICR) figures displayed along the bottom edge of your check. This means that we may not physically examine all checks to determine if the check is currently dated, properly drafted, signed or endorsed.

#### COPIES OF CHECKS

You may request a copy of a check by visiting, telephoning, or writing us. Like a canceled check, a microfilm copy is legally acceptable as proof of payment and for other record keeping purposes.

#### PAYMENT OF CHECKS

We may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to us. Checks may attempt to clear at any time.

#### AUTHORIZED PAYMENTS

We may pay and charge to your checking account checks drawn by and payable to any person, organization, association or corporation whom 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 our rights with respect to such checks shall be the same as if they were checks 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 a reasonable opportunity to act on it. You agree that we shall be fully protected honoring any such check. 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 or loss or damage to you of any kind.

#### ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

#### WRONGFUL DISHONOR

In the event of wrongful dishonor which occurs by mistake, liability shall be limited to the actual damages you prove. In the event of a dishonor of any check or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned. If we should choose to make a subsequent account balance check, we must use the last figure in deciding whether to dishonor the check or other debit.

#### CHECKS BEARING RESTRICTIVE LANGUAGE OR NOTATIONS

Unless you have made special arrangements with us, we may pay or accept checks and other items bearing restrictions or notations (for example, "void after 90 days," "paid in full," "void over \$1,000.00," etc.) whether they are on the front or back of the check. These restrictions or notations will have no effect on us, and you agree to assume all risks and losses resulting from our accepting or paying checks with restrictive language or notations. You agree to indemnify, defend and hold us harmless for our accepting or paying such checks.

#### STOP PAYMENT

You may order stop payment of any check payable against your account provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may also stop payment on a line of credit check. A stop payment fee will be assessed for each stop payment as set forth in our Schedule of Fees and Charges. If you give a stop payment order orally, the order shall be valid for only fourteen (14) days unless confirmed in writing. Written orders shall be valid no longer than six (6) months, but may be renewed for an additional six (6) -month period by written notice given during the time that the stop payment order was effective. You have the responsibility of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.

#### OVERDRAFTS

We may, but are not obligated to, pay overdrafts to your checking account by transferring funds to cover such overdrafts from a designated share account (savings or Tiered Savings) and/or credit card account at SF Fire in accordance with your instructions to us. Transfers will occur as needed. Overdrafts from any share account (savings or Tiered Savings) will be subject to the limitation of six (6) transfers per



month per account as outlined by Regulation D (see Credit Union Rights section). **Caution:** You understand that if your checking account is held jointly, overdraft protection makes it possible for your joint tenant to write checks or otherwise access your account which could draw funds from your account.

**REFUSAL TO PAY**

We may, at our discretion, refuse to pay funds from your account against checks presented over six (6) months past their dates.

**DEATH, DISSOLUTION OR INCOMPETENCE OF OWNER**

Death, dissolution or incompetence of you (or any other account owner) shall revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know that fact of death or adjunction 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 checks drawn on or prior to that date unless ordered in writing to stop payment by any person claiming an interest in the account under rules established by us. You shall notify us if any of you die, become incapacitated, or your organization, partnership or corporation is dissolved.

**LOST OR STOLEN CHECKS**

You will notify us immediately if your share drafts (checks) are lost or stolen.

**DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD**

Dividend-bearing checking accounts are variable rate accounts. The rate and yield may change at any time at the discretion of the Credit Union's Board of Directors.

**Terms and Conditions: Applicable to Term Investment Accounts**

**MATURITY**

The maturity date of your term investment account is designated on the certificate provided to you at the time of opening your account.

**DIVIDENDS COMMINGLED AS PRINCIPAL**

Upon maturity, any credited dividends become part of the principle and may no longer be withdrawn as credited dividends in any subsequent term of the account.

**EARLY WITHDRAWAL PENALTIES**

We may impose a penalty if you withdraw principle from your account before the maturity date. Refer to Schedule of Fess and Charges for details.

**EXCEPTIONS TO PENALTIES**

Penalties will not apply if:

- The withdrawal is made subsequent to the death or legal incapacity of any owner of the account.
- The account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds following the participant's death or disability or upon attaining not less than age 59½ years of age.
- The withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union.

**Terms and Conditions: Applicable to Individual Retirement Accounts (IRAs)**

We offer accounts as savings accounts and term investment accounts. You may open one of the selected accounts as an IRA account and receive all the advantages of tax-deferred growth. The account will be subject to the applicable terms and conditions of the chosen account form in which it is held. An IRA account cannot be held in a living trust.

**PLEDGING OF FUNDS**

You may not pledge any of the savings on deposit in an IRA account as security for any loan(s).

**INCORPORATION OF IRA AGREEMENT AND DISCLOSURE**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's 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.

**Funds Availability**

**YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds to pay checks that you have written. **Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.** We reserve the right to refuse any check whose back is unreasonably obscured.

**DETERMINING THE AVAILABILITY OF A DEPOSIT**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made to a deposit-taking CO-OP Network automated teller machine (ATM) after 3:00 p.m. will be considered made on the next business day we are open.

**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 first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first 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 the notice by the day after we receive your deposit. If you will need the funds right away, you should ask us when the funds will be available.

"Other" checks are checks other than those issued by the federal, state, or local government and payable to the member, or checks drawn on the Credit Union. As of March 2010 all checks are centrally processed by the Federal Reserve. There is no longer a distinction between local and nonlocal checks, which are now grouped together under "other" checks.

In addition, funds you deposit by check may be delayed for a longer period 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. A check that has been returned unpaid is redeposited.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as 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 no later than the seven (7) business day after the day of the deposit.

**SPECIAL RULES FOR NEW ACCOUNTS**

An account is considered a new account during the first 30 calendar days after the account is opened. However, an account is not considered a new account if



any owner on the account already has an account relationship with us. **If you are a new member, the following special rules will apply during the first 30 days your account is open:**

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's, and federal, state and local government checks, U.S. Postal Money Orders and checks drawn on the Federal Reserve Bank or Federal Home Loan Bank will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh 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 deposits will be available on the seventh business day of your deposit.

### SPECIAL RULES FOR ONLINE CHECK DEPOSIT

Online Check Deposit is an electronic deposit notification for any checks, except foreign checks, deposited via mail. By enrolling for this service, you understand and agree to the following:

- SF Fire Credit Union will provisionally credit your account as held funds and will be released upon receipt and verification of your deposit. Additional holds may apply.
- All checks must be endorsed by all payees, contain the transaction number below your endorsement, are received within seven (7) business days from the date of the transaction, issued within the last six months, and payable to only you and any additional owner(s) of the account.
- Provisional credit will be automatically deducted from your account if deposit is not received by the end of the 7th business day.
- SF Fire Credit Union is not responsible for any lost or delayed mail.
- We reserve the right to make exceptions in individual cases.

### HOLDS ON OTHER FUNDS

If we cash a check for you that is drawn on another financial institution, 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.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will not be available until the second business day after the day of your deposit.

**NOTE: deposits can only be made at deposit-taking CO-OP network ATMs.**

### VISA DEBIT CARD

Funds for Visa debit card authorizations are held at the time of authorization pending final payment of the transaction.

### QUESTIONS

Questions regarding our hold policies may be directed to branch personnel or by phone 415.674.4800 in San Francisco or 1.888.499.FIRE(3473) outside San Francisco.

## WIRE TRANSFERS AND REMITTANCE TRANSFERS

This section of the General Disclosure covers wire transfers, which are subject to applicable law and regulation, including but not limited to Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. It also covers consumer Remittance Transfers, which are transfers of funds initiated by consumers to persons or entities located outside the United States and accounts held outside the United States, regardless of the mechanism (including but not limited to wire transfer or ACH transfer). Please refer to the Electronic Funds Transfer section XIII of the Handbook for information about domestic consumer fund transfers conducted via

the ACH system. Fees may apply to wire transfers and Remittance Transfers (please see the San Francisco Fire Credit Union Fee Schedule). Wire transfers sent and received by the Credit Union and Remittance Transfers sent by the Credit Union are subject to the following terms:

### RECEIPT OF WIRE TRANSFERS

If we receive a wire transfer on your behalf, our responsibility is to carry out the terms specifically as transmitted by the sending financial institution, including any specific security procedure.

We will not be liable for damages to you or to a third party if we carry out the written instructions we receive in a reasonable manner. It is your responsibility to verify that expected funds are posted to the appropriate account.

You agree that wire transfers you receive will be reflected on your monthly statement and that we have no duty to provide any further notice of incoming wires. You agree to examine your statement promptly and notify us of any errors

or unauthorized wire transfers within 30 days after we mailed you the statement. If you do not notify us within 30 days, we will not be liable for any dividends or interest related to the error.

If we receive an erroneous transfer to your account, the sending party is generally responsible for collecting the money directly from you. However, we have the right to reverse an erroneous transfer to your account by deducting the amount of the transfer from your account. We will notify you if this happens. If a wire transfer you receive is reversed and the reversal results in a negative balance, you agree to immediately restore any negative balance upon our demand. If you do not, you agree that we can collect any negative balance from any other account in which you have an interest. If we cannot recover what you owe in this way, you agree to pay our reasonable collection costs including attorney fees.

We have no obligation to correct erroneous spellings of names or erroneous account numbers in receiving wire transfers, or to confirm that names and account numbers on incoming wire instructions match. We can be governed solely by the account number.

We will not be liable for damages to you or any third party that result from causes beyond our reasonable control (such as natural disasters or acts of war or terrorism) or the acts or omissions of other institutions or parties involved in your wire transfers.

We will not be liable for indirect, consequential, or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that a loss may occur. Our maximum liability will be the amount of the wire transfer.

We can refuse to accept an incoming wire if we reasonably believe doing so will cause the Credit Union a loss or result in a violation of requirements imposed by the U.S. Office of Foreign Assets Control or other state or federal law.

### OUTGOING WIRE TRANSFERS AND REMITTANCE TRANSFERS

We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending wire transfers or Remittance Transfers. Neither we nor any other institution involved in your wire transfers has any duty to confirm that the account number and name of the intended recipient of the wire transfer match. Wire transfers are posted to recipient accounts according to account numbers provided in the sender's instructions.

We reserve the right not to complete wire transfer or Remittance Transfer requests that do not contain the following information: Recipient's financial institution name and address (including country if outside the United States), recipient's financial institution or pickup location identifier, recipient's name, address, phone number, recipient's account number, and currency in which the recipient's account is held. All wire transfer and Remittance Transfer requests are screened against lists provided to us by the United States Office of Foreign Assets Control and we will block or not complete any wire transfer or Remittance Transfer to any prohibited country, individual, groups and entities. We further reserve the right not to complete an outgoing wire transfer or Remittance Transfer if we reasonably believe doing so will cause us a loss.



We will not be liable for indirect, consequential, or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that a loss may occur. Our maximum liability will be the amount of the wire transfer or Remittance Transfer.

Unless we tell you otherwise, our cutoff time for accepting wire transfers is 11:30 a.m. Pacific time for all transfers. Payment orders, or amendments received after the cutoff time will be processed during the next business day we are open.

Your wire transfers or Remittance Transfers may be delayed if you give us erroneous or incomplete information, if you have not kept your contact information that we maintain in our records current, or if we are delayed due to investigation of the possibility that implementing the request would result in a violation of federal law or regulation, such as but not limited to the regulations of the United States Office of Foreign Assets Control.

We will not be liable for indirect, consequential, or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that a loss may occur. Our maximum liability will be the amount of the wire transfer.

In sending wire transfers and Remittance Transfers for you, we will follow security procedures. If you make your request in person, we require valid current photo identification. If you submit a wire transfer or Remittance Transfer request via online banking, we will require you to answer certain security questions to verify your identity to reduce the risk of unauthorized users initializing wires out of your account, but you are liable for any wire transfer or Remittance Transfer requests submitted by authorized users of your online banking service with the Credit Union. If you submit a wire transfer or Remittance Transfer via telephone, we will ask security questions and may follow additional security procedures such as confirming instructions by telephone at the numbers we have for you in our records or requiring a written confirmation of your telephone request. By requesting wire transfers or Remittance Transfers you agree that these security procedures are reasonable.

We reserve the right to require you to submit wire transfer or Remittance Transfer orders in person even though we may have in the past accommodated you by allowing you to submit orders via online banking or over the telephone.

We can refuse to carry out a request for an outgoing wire transfer or Remittance Transfer, or refuse to attempt to implement a cancellation or change request if the instructions you give us cannot be implemented (for example you give us a recipient institution routing number that our information indicates does not match any known routing number), if we have reason to believe that doing so will cause us a loss, or for any other lawful reason.

**CANCELLATIONS**

For outgoing domestic wires once a wire has been sent, it generally cannot be changed or cancelled. If, after you submit wire instructions, you want to change or cancel the instructions, we may, solely as an accommodation to you, attempt to implement your request, but we will have no liability for failing to comply with change or cancellation requests.

For Remittance Transfers, you have the right to cancel and obtain a refund of all funds paid to us including any fees. In order to cancel, you must contact us within 30 minutes of payment for the Remittance Transfer. Payment occurs when funds are deducted from your designated Credit Union account to cover the Remittance Transfer amount and any associated fees and taxes. When you contact us, you must provide us with information to help us identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were sent and, preferably the Reference Code printed on the Disclosure and Receipt provided when you ordered the Remittance Transfer. We will refund your money within three business days of your cancellation request as long as the funds have not already been picked up by the recipient or deposited to the recipient's account.

If, after the 30 minute cancellation period has expired, you want to change or cancel the instructions, we may, solely as an accommodation to you, attempt to implement your request, but any such efforts cannot be guaranteed and we will have no liability for failing to comply with change or cancellation requests.

**DOMESTIC WIRE ERROR RESOLUTION**

Domestic Wire transfers are reflected on your monthly statement. You will have 30 days after we sent you the periodic statement on which the wire transfer appears to report any errors or unauthorized wire transfers. Your failure to timely report errors or unauthorized activity will relieve the Credit Union from any liability for fees or interest associated with the error and will relieve us of all liability associated with the wire unless we failed to follow security procedures.

**REMITTANCE TRANSFER ERROR RESOLUTION**

What to Do If You Think There Has Been an Error or Problem:

If you think there has been an error or problem with a remittance transfer:

- Call us at (888) 499-3473; or
- Write to us at San Francisco Fire Credit Union, 3201 California Street, San Francisco, CA 94118

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do please tell us

- Your name and address or telephone number
- The error or problem with the transfer and why you believe it is an error or problem
- The name of the person receiving the funds, and if you know it, his or her telephone number and/or address
- The dollar amount of the transfer; and
- The confirmation code number of the transfer.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**Instructions for IRS Form W-9**

(Section references are to the Internal Revenue Code)

**PURPOSE OF FORM**

Because we are required to file an information return with the Internal Revenue Service (IRS), we must get your correct Taxpayer Identification Number (TIN) to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, contribution made to or distributions taken from an IRA. Use Form W-9 to give your correct TIN to us and, when applicable:

- to certify the TIN you are giving is correct (or you are waiting for issue);
- to certify you are not subject to backup withholding; or
- to claim exemption from backup withholding if you are an exempt payee

Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

NOTE: If you give a form other than a W-9 to request your TIN, we must use our form if it is substantially similar to Form W-9.

**FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER**

If you fail to furnish your correct TIN to us, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING**

If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**CRIMINAL PENALTY FOR FALSIFYING INFORMATION**

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**MISUSE OF TAXPAYER IDENTIFICATION NUMBER**

If we disclose or use TINs in violation of federal law, we may be subject to civil and criminal penalties.

**PRIVACY ACT NOTICES**

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to or distributions from an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**ELECTRONIC FUNDS TRANSFER (EFT)**

This EFT disclosure and agreement as amended from time to time sets forth the terms and conditions governing the use of SF Fire Credit Union's electronic transfer services. Disclosure information that applies to all electronic services offered by SF Fire Credit Union is given below followed by specific disclosure information for each service. By retaining, using, or allowing others to use the electronic services offered by SF Fire Credit Union, you are agreeing to be bound by the terms and conditions of this agreement. In this agreement, the terms "you" and "your(s)" refer to the member, the terms "we", "us", or "our(s)" refer to SF Fire Credit Union, and the terms "card(s)" or "access card" refers to a Visa ATM/Debit Card as applicable. Please read and retain for your records.

**PERSONAL IDENTIFICATION NUMBER**

Some transactions will require the use of an access device in combination with a Personal Identification Number (PIN). The number should be memorized. If you forget your PIN, contact SF Fire Credit Union and we will issue you a new one. If you disclose your PIN to anyone, you understand and agree that you have given them access to your account and that you are responsible for any such transactions. You agree that you will not write your PIN on your card or otherwise make it available to anyone else. If your card is lost or stolen with the PIN number, your privileges will be permanently revoked.

**ILLEGAL USE OF CARD**

Your card may not be used for any illegal transaction or in an illegal manner (e.g. Internet gambling transactions, foreign lottery purchases). We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**YOUR LIABILITY**

**Tell us at once if you believe your card and/or PIN has been lost or stolen.** Telephoning us at 415.674.4800 or 1.888.499.FIRE(3473) is the best way of limiting your liability. If you tell us within 3 business days of discovery, you will not be liable for more than \$50 if someone used your card and/or PIN without permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you may be liable for as much as \$500.

**Also, if your statement shows transfers that you did not make, tell us at once.** If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

**HOW TO NOTIFY US**

If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us through any of these methods:

- Telephone: 415.674.4800 or 1.888.499.FIRE(3473)
- Writing: 3201 California Street, San Francisco, CA 94118

**OUR LIABILITY**

If we do not complete a transfer to or from your account in 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 would not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If the transfer would go over the credit limit on your line of credit.
- If the transfer would exceed the transfer limitation of 6 per month.
- If your account is subject to legal process or other claim.
- If you use a damaged or expired access device or an access device that has been lost or stolen.
- If the automated teller machine where you are making a transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer or transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transfer or transaction, despite reasonable precautions that we have taken.

There may be other exceptions not specifically mentioned above. In Case of Errors or questions about your electronic transfers: telephone us at 415.674.4800 in the San Francisco area, or 1.888.499.FIRE(3473), or write us at 3201 California Street, San Francisco, CA 94118, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- 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 (20 business days for new accounts, point-of-sale transactions or transactions initiated outside of the United States) after we hear from you and will correct any error promptly. If we need more time, however, we will take up to 45 days (90 days for new accounts, point-of-sale, debit card transactions or transactions initiated outside of the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts, point-of-sale debit card transactions or transactions initiated outside of the United States) for the amount you think is in error so that you will have the use of your 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 10 business days, we may not credit your account.



# SCHEDULE OF FEES AND CHARGES – PERSONAL ACCOUNTS

## MEMBERSHIP FEE

Membership (non-refundable) .....\$5.00

## ATM/DEBIT CARD FEES

Withdrawal at In Network ATM ..... No Fee  
 (6 Per month; Maximum rebate of \$4 per surcharge)

Out of Network ATM Fee.....First 6 Free; \$2 per transaction thereafter

Point of Sale (POS) Transaction ..... No Fee

Foreign Currency Exchange ..... No Fee

Custom Image Card ..... No Fee  
 (one new image every two years, otherwise \$5 per change)

Replacement Card .....\$5.00

Copy of Debit Card Transaction Slip .....\$5.00

ATM Deposit Adjustment Fee .....\$10.00

## CHECKING FEES

Checking Account ..... No Monthly Fee

Check Orders ..... Price varies  
 (based on style)

Check Orders (age 55 and older) – Basic Style..... Free  
 (price varies for other styles)

Temporary Checks .....\$2.00 for 12

## NON-SUFFICIENT FUNDS (NSF) FEES

Returned ACH Item.....\$25.00

Returned Check Item.....\$25.00

Paid NSF ACH Item.....\$25.00

Paid NSF Check Item.....\$25.00

Paid NSF Debit Card Transaction (opt-in required).....\$25.00

## STOP PAYMENT FEES

Personal Check .....\$15.00

ACH Payment .....\$15.00

Official Check Replacement .....\$15.00

Stop Pay or Replacement Cancellation .....\$15.00

## RETURNED ITEM FEES

Check Deposits .....\$10.00

Electronic Transfers (ACH) .....\$10.00

Loan Payments.....\$10.00

## WIRE TRANSFERS - OUTGOING

Domestic.....\$15.00

International.....\$60.00

Wire Amendment Fee .....\$25.00

## GENERAL FEES

Account Research/Reconciliation.....\$25.00 per hour

Cashier's Check..... No Fee

Express Mail/Rush/Overnight Fee

    Domestic.....\$15.00

    International ..... fee based on destination

Visa Gift Cards.....\$2.00

Inactive Account Fee.....\$3 per month  
 (after one year of inactivity, if the aggregate deposit is \$500 or less)

IRS Levy/Withholding/Judgement

    /Legal Order Processing.....\$50 per notice

Money Order..... No Fee

Notary Service

    Members..... No Fee

    Non-members.....\$10 per signature

Signature Guarantee (Medallion Stamp)..... No Fee

## CERTIFICATES OF DEPOSIT

Term of Less than 1 Year ..... 45 Days Dividends

Term of 1 Year or Greater ..... 180 Days Dividends

## CONSUMER LOAN FEES

Late Payment.....\$15.00

Loan Rate Reduction Processing .....\$50.00

## HSA/IRA FEES

Health Savings Account (HSA).....\$2.00 per month

Replacement HSA Debit Card .....\$5.00

Custom Image Card ..... No Fee  
 (one new image every two years, otherwise \$5 per change)

Individual Retirement Account (IRA)..... No Monthly Fee

## CREDIT CARD FEES

Cash Advance ..... No Fee

Balance Transfer..... No Fee

Foreign Currency Exchange ..... No Fee

Late Payment Charge .....\$15.00

Over Credit Limit..... No Fee

Copy of Credit Card Transaction Slip.....\$5.00

Custom Image Card ..... No Fee  
 (one new image every two years, otherwise \$5 per change)

Authorized User Card.....\$5.00

Replacement Card .....\$5.00

## REAL ESTATE MORTGAGE

Related Charges – for a complete list of charges, please contact the SF Fire Credit

**ASI** By members' choice, your deposits are insured by American Share Insurance up to \$250,000 per account. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. The credit union is not insured by any state government.



If we decide there is no error, we will send you a written explanation within 3 business days after we finish our investigation and will reverse any provisional credit extended. You may ask for copies of the documents that we used in our investigation.

### **BUSINESS DAYS**

Except for Sundays and holidays, our business hours are 8:30 a.m. to 6:00 p.m. Monday through Friday and 8:30 a.m. to 3:00 p.m. on Saturdays. ATMs or Online Banking are open but may not always be accessible 24-hours-a-day, 7 days a week.

### **FEES**

All fees and charges associated with our electronic fund transactions are disclosed in our Schedule of Fees and Charges, which accompanies this disclosure and agreement. Members will receive up to 6 ATM surcharge rebates per calendar month; this amount will be refunded to your account within two business days. Use of 'Out-of-Network' (SF Fire Credit Union and CO-OP ATM Network) ATMs will incur a fee after the first six transactions per month. When you use an ATM not owned by us for a cash withdrawal, you may be charged a fee by the ATM operator (or any network used). You may additionally be charged a fee by the ATM operator (or any network used) for a balance inquiry even if you do not complete a fund transfer; this amount will not be refunded to you.

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers, or
- In order to verify existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court order, or
- If you give us written permission.

### **ADDRESS CHANGE**

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements and other communications affecting your account(s) with us.

### **AMENDMENTS**

The Credit Union may change terms and conditions of this agreement from time to time by mailing written notice to your address as it appears on our records. 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 security of ATM cards, point-of-sale cards, or designated accounts.

### **TERMINATION**

You may terminate this agreement with us at any time. If you ask us to terminate your account for use of any electronic service under this disclosure and agreement, you will remain liable for subsequent authorized transactions performed on your account.

The Credit Union reserves the right to terminate this agreement and/or your use of your card or PIN with or without cause. We may do so immediately if:

- You or any unauthorized user of your card, PIN or account breaches this or any other agreement with the Credit Union;
- We have reason to believe that there has been or might be, an unauthorized use of your card, PIN or account;
- You have not been responsible in the safekeeping of your PIN and access device; or
- You or any unauthorized user of your card, PIN or account request that we do so.

### **AVAILABILITY OF FUNDS**

We may place a hold for uncollected funds on any item you deposit. This could delay your ability to withdraw such funds. Please refer to the "Funds Availability" section of our General Disclosure and Account Agreement & for further details, or consult a Credit Union employee.

### **COLLECTION COSTS**

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

### **APPLICABLE LAW**

Except as governed by federal law, this agreement shall be construed and governed in accordance with the laws of the state of California.

### **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.

### **WAIVER OF RIGHTS**

We may delay enforcing any of the provisions under this agreement and the law any number of times without losing our right to enforce them at a later date.

### **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.

### **WHO IS BOUND BY THIS AGREEMENT**

Each person who requests electronic services from SF Fire Credit Union agrees to be bound by the terms and conditions of this agreement. If more than one person requests such services, all such persons are jointly and severally liable. We may waive or delay enforcement of our rights as to one person without affecting our ability to enforce our rights as to the others. This agreement is also binding upon your heirs, personal representatives and successors.

### **ACCESS CARDS**

All access 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 electronic system.

### **NEGATIVE CREDIT REPORTING**

If you have requested us to issue you a card that can be used to access funds in your credit account, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations pursuant to state law.

### **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

We 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 we are not obligated to offer such services and may withdraw or change them at any time.

### **FOREIGN TRANSACTIONS**

Transactions that are initiated in foreign countries will be charged to your account in U.S. Dollars. The conversion rate to dollars will be assessed by the bank performing the transaction in the foreign country, or by Visa International.

## **Additional Disclosures: Applicable to Automated Clearing House (ACH) Transactions**

### **TRANSACTIONS AVAILABLE**

- You may arrange to have direct deposits made to your savings or checking account(s) at least once every 60 days from the same person or company;
- You may arrange to make regular payments out of your checking account(s), accomplished through an individual arrangement with the merchant, or through our bill payment system via the telephone or Internet.



**RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED PAYMENTS AND PROCEDURE FOR DOING SO**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments out of your account by calling us at 415.674.4800 in the San Francisco area, or 1.888.499.FIRE(3473), or write us at 3201 California Street, San Francisco, CA 94118, in time for us to receive your 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 14 days after the day you call.

**NOTICE OF VARYING AMOUNTS**

If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may be able to choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFER**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**NOTICE OF RECEIPT OF ACH ITEMS**

Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, SF Fire Credit Union is 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.

**PROVISIONAL PAYMENT**

Credit given to SF Fire Credit Union by you with respect to an Automated Clearing House Credit Entry is provisional until we receive final settlement for such Entry through 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 an Entry, and the party making payment to you via such Entry (i.e. Originator of the Entry) shall not be deemed to have paid you the amount of such Entry.

**CHOICE OF LAW**

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.

**DOCUMENTATION**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 415.674.4800 in the San Francisco area or 1.888.499.FIRE(3473) to find out whether or not the deposit has been made. You will receive a periodic statement reflecting all direct deposits and pre-authorized payments.

**Additional Disclosures: Applicable to Automated Teller Machine (ATM) Transactions and Point-of-Sale (POS) Transactions**

**RULES FOR USE**

By using your SF Fire Credit Union ATM/point-of-sale card with your PIN at automated teller machines (ATMs) 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 in accordance with the instructions given at the terminals.

All ATM/point-of-sale card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

**TRANSACTIONS AVAILABLE**

You may use your card as an ATM/point-of-sale card to:

- Make deposits to your savings or checking account(s);
- Withdraw cash from your checking or savings account(s);
- Make balance inquiries;
- Make point-of-sale payments for goods and services to others from your checking account;

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

**LIMITATIONS**

You may make up to \$600 daily ATM cash withdrawals and \$2500 for point-of-sale/debit transactions within a 24-hour period as long as your available balance will cover the transactions. Various institutions, which participate in networks of which the Credit Union is a member, may have withdrawal limits different from the amount set forth within. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

In addition, our ATM/debit cards give members access to the CO-OP ATM Network nationwide to make cash withdrawals or inquiries. Use of 'Out-of-Network' ATMs will incur a fee after the first six transactions per month.

Applicable surcharges (limit of 6 per calendar month) for ATM cash withdrawals will be refunded within two (2) business days following the date of the transaction through SF Fire Credit Union's ATM reimbursement program (account balance inquiry charges are not reimbursed). All refunds will reflect in your monthly statement. If for any reason, you did not receive a surcharge refund for an ATM cash withdrawal, and the monthly limit has not been exceeded, please contact us and provide the withdrawal receipt.

**DOCUMENTATION**

You will receive a receipt at the time you make a transaction at a terminal. You may, however, choose the option of suppressing the printing of a receipt. When a receipt is provided, retain the receipt to compare with your monthly statement from the Credit Union.

**Additional Disclosures: Applicable to Visa Debit Card**

The Visa debit card looks like a credit card and is used like a credit card, but purchases and cash withdrawals are deducted directly from your checking account (and any accounts setup for overdraft protection).

**TRANSACTIONS AVAILABLE**

You may use your debit card to:

- Purchase goods or services at places that accept Visa cards (these are point-of-sale transactions);
- Order goods or services by mail or telephone from places that accept Visa;
- Withdraw cash from your checking account at ATMs, merchants, or financial institutions that accept Visa cards
- Make balance inquiries at ATMs that accept Visa cards.

Some of the transactions listed above may not be available at all terminals. Transactions are authorized from an off-line, positive balance file from the previous day.

**LIMITATIONS**

You may make up to \$600 daily ATM cash withdrawals and \$2500 for debit/point-of-sale transactions within a 24-hour period as long as your available balance will cover the transactions.

**YOUR LIABILITY**

Tell us immediately if you believe your card has been lost or stolen. You will not be liable for unauthorized use resulting from the loss, theft, or other unauthorized use of the card, PIN, or any combination of the three, unless, it is determined that you were grossly negligent in the handling of the account or card.

**DOCUMENTATION**

You will receive a receipt at the time you make a transaction at a terminal. You may, however, choose the option of suppressing the printing of a receipt at ATMs. When a receipt is provided, retain the receipt to compare with your monthly statement from the Credit Union.



## ONLINE BANKING AND MOBILE BANKING ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This document (“Agreement”) is your Online Banking and Mobile Banking Agreement and Disclosure. It includes disclosures required by the Electronic Funds Transfer Act (15 U.S. Section 1693 Et Seq) and its implementing regulations. It also includes any special instructions regarding the use of our personal computer access system (your credit union internet access) with its corresponding personal identification number (PIN) or access code. Please be certain to read this agreement carefully and keep a copy for you records. By using any of the services covered by this agreement you acknowledge that you have read, understood and been given a copy of this agreement to keep.

In this Agreement, the references to “We”, “Us”, “Our” and “Credit Union” mean San Francisco Fire Credit Union. The words “You” and “Your” mean each person applying for and/or using our Internet-accessible Online Banking system and Mobile Banking applications and system hereafter referred.

### CONSENT & RIGHT TO WITHDRAW CONSENT

Important: This agreement is a legally binding contract by using this electronic service, you agree to be bound by the terms and conditions contained in the agreement and any additional terms and conditions that we may communicate to you and you agree to the electronic delivery of this agreement.

You agree to electronically view any changes in disclosures or updates to our products, services, and fees. You must have a valid e-mail address that we will use to send informational notices. You agree to immediately notify us if your e-mail address changes (see contact information below.) At any time, you may cancel enrollment in Online Banking and/or Mobile Banking by visiting any branch, calling (415) 674 4800 or Toll-free (888) 499-FIRE (3473), or e-mailing us at operations@sffirecu.org. If the revocation of your consent to receive disclosures or statements electronically is received less than ten (10) days before the end of your statement cycle it may not take effect until the following cycle. When you cancel enrollment in Online Banking and or Mobile Banking, we will resume mailing all of your correspondence as elected through the U. S. Postal Service at no additional charge to you.

## ONLINE BANKING AND MOBILE BANKING GENERAL TERMS

This Agreement applies to Electronic Funds Transfers (EFTs) made to or from your accounts using San Francisco Fire Credit Union’s Online Banking Services by you or any user who has access to your Accounts with actual, apparent or implied authority. This Agreement does not cover electronic transfers initiated with ATM or Debit Cards. We will establish Online Banking by issuing Personal Identification Numbers (PINs) or Access Codes only upon your oral or written request.

For purposes of this Agreement, an electronic funds transfer is any deposit, withdrawal, advance, payment or transfer of funds made by methods other than in person, by telephone with a credit union staff member, or by check or other paper

instrument through the use of our Online Banking system. You understand that any Personal Identification Numbers (PINs) or Access Codes issued by Us are not transferable. The use of Your PIN, Access Code and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended from time to time related to the use of Your PIN, Access Code and/or other Account access device; and (b) that We may follow all instructions given by authorized persons to the Online Banking system.

Each withdrawal or advance by You or by any authorized user of Your PIN or Access Code may be charged to Your Share Account, Your Share Draft Account, or Your Line of Credit as appropriate. We may process transactions in any order we select as long as we comply with applicable law. Paper and in-person transactions may be processed before electronic transactions, or vice versa.

If an electronic funds withdrawal request exceeds the available balance in your Share Draft account and You have not arranged for overdraft protection transfers from a Share Account or overdraft protection advances from a Line of Credit, We may at our discretion pay or return it. You must pay the fee shown on our Fee Schedule for doing so. Our Fee Schedule is incorporated into this Agreement by reference. You must restore any negative balances resulting from our payment of transactions against insufficient funds immediately upon demand and in no event more than 30 days from the date on which Your Account first became overdrawn or negative. Items presented against insufficient funds will generally not be paid if (a) You have had a Share Draft Account with San Francisco Fire Credit Union for fewer than 90 days, (b) payment of the item would cause a negative account balance greater than \$0.00, (c) You are in default on any obligations to Us, or (d) in Our reasonable judgment You have had excessive overdrafts.

Our policy is not to pay items that would result in negative balances on share accounts other than Share Draft accounts. If, due to system malfunction or other factors beyond our reasonable control, a negative balance arises in a non-Share Draft account, you agree to restore the negative balance immediately.

### SYSTEM REQUIREMENTS

Access to SF Fire Credit Union’s online banking requires a modern web browser that supports HTML 5 and Javascript 5. This includes current versions of Microsoft Internet Explorer, Apple Safari, Google Chrome, and Mozilla Firefox. If at any time you no longer have the required hardware or software to receive online banking services, you agree that it is your responsibility to immediately notify us. If we change the hardware or software requirements to access online banking services, and it may create a material risk that you will no longer be able to access or retain subsequent electronic communications, we will notify you and you will be able to withdraw your consent without the imposition of a fee

### JOINT ACCOUNTS

If the Account(s) on which You establish services under this Agreement is/are joint Account(s), You agree to be jointly and severally liable, under the terms of this Agreement.

### ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES

You will be asked to select a Personal Identification Number (PIN) or Access Code to be used in conjunction with your Online Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account or to make advances on Your Line of Credit that You may have with Us to cover such transactions.





### NOTIFICATION OF PRE-AUTHORIZED DEPOSITS

If You have arranged to have direct deposits made to Your Account (from Your employer, the Federal government or other payor), You can call Us at (888) 499-3473 to find out whether or not the deposit has been made. You can also use Online Banking to check your deposit and withdrawal history.

### RIGHT TO STOP PRE-AUTHORIZED PAYMENTS

If You want to stop any pre-authorized payments, call Us at (888) 499-3473 or write Us at 3201 California Street, San Francisco, CA 94118, in time for Us to receive Your stop payment request 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 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

### OUR LIABILITY FOR FAILURE TO STOP PAYMENT

If You order Us to place a stop payment on one of Your pre-authorized payments 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.

### DOCUMENTATION OF TRANSACTIONS

You will receive a monthly statement for each month in which You have accounts with electronic transfer activity. All accounts receive statements at least quarterly, unless We do not have a valid address on file for you.

### FEES

We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on our Fee Schedule. The Fee Schedule is provided to You when You open Your Account. Additional fee schedules are available at any of Our office locations and on Our web site, [www.sffirecu.org](http://www.sffirecu.org). We will notify you of Fee Schedule changes in a manner consistent with applicable law and regulation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the transfer would result in Your exceeding your available credit; (c) the electronic system You access was not working properly and You knew about the breakdown when you started the transfer; (d) circumstances beyond Our control prevent the transaction; or (e) Your PIN or access code have been reported lost or stolen and We have blocked the Account.

### LIABILITY FOR UNAUTHORIZED USE

Telephone Us at once at (888) 499-3473 or write Us at 3201 California Street San Francisco CA 94118, if You believe Your PIN or Access Code has been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your PIN or Access Code and We can prove that We could have stopped someone from using Your PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You did not make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

### IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS

Telephone or write Us at the address and telephone number in this Agreement 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 receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error; (c) describe the error or the transaction You are unsure about, and (d) explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred 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 We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

### DISCLOSURE OF ACCOUNT INFORMATION

With respect to electronic transfers, We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission. Please refer to Our Privacy Policy, available in our branches and our web site, for more information about privacy.

### TERMINATION

We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time for any lawful reason upon written notice. Termination may occur without notice in case of emergency or if necessary to protect the security of Your accounts or avoid loss to Us. You may request termination of these services in writing.

### CHANGE IN TERMS

We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time by giving You notice required by law.

### BUSINESS DAYS

Every day is a business day except Saturdays, Sundays and holidays.

### GOVERNING LAW

This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling Federal law.

### COLLECTION AND COLLECTION COSTS

If your use of Online Banking or other EFT services results in Your becoming indebted to Us (such as a transaction that results in a negative balance), You agree to pay what You owe Us upon demand. If You do not pay, You agree that We can collect



what You owe us by taking funds in any Share Account you have at San Francisco Fire Credit Union, unless prohibited by law or the Share Agreement. If We cannot collect what You owe us in this manner, You agree to pay reasonable collection costs We incur before taking legal action. If We take legal action to collect what You owe Us, You agree to pay Our reasonable attorneys' fees and court costs in addition to any other remedy the court finds proper.

**SPECIFIC SERVICES ONLINE BANKING**

You will need a computer or mobile phone with Internet access to use Online Banking. We recommend that your Internet browser be kept updated with the latest stable releases of the browser, and that your phone be kept updated with the latest stable version of the Operating System that corresponds to the phone type. You are responsible for setting up and maintaining Your computer equipment and internet service. We will have no liability or responsibility for your equipment or equipment or services provided by third parties. While we strive to ensure the security of our Online Banking service, we cannot make any absolute guarantees.

You can use Online Banking to:

- view Your Credit Union account and loan transaction history
- transfer funds between Credit Union accounts (except certificates, IRAs, and other accounts subject to special tax treatment)
- make Account-to-Account transfers (transfer funds from accounts you maintain at other financial institutions to Credit Union Accounts, or transfer funds from Credit Union accounts to accounts you maintain at other institutions)
- transfer funds from Credit Union accounts to pay Credit Union loans
- request advances on Your Credit Union line of credit in the form of a deposit of the advance to the Credit Union Share or Share Draft account You designate
- request stop payments on share drafts that have not yet cleared
- access electronic account and loan statements
- determine whether direct deposits have been received, payroll deductions have been processed, or automated clearinghouse (ACH) payments have been made
- make remote deposits (see below)
- make payments to third parties using Online Bill Pay

Online Banking transfers are limited to the funds or credit available in the Account or Line of Credit you access.

Account-to-Account transfers are further limited as follows: (a) Outbound transfers are limited to \$10,000 per day and \$50,000 per month; (b) Inbound transfers are limited to \$10,000 per day and \$50,000 per month.

Account-to-Account transfers will be made via the automated clearinghouse (ACH) system.

By initiating an Account-to-Account transfer, You confirm that you understand that we will be responsible for completing the transfer in accordance with Your authorization. Once a transfer is made to another financial institution, We will have no further responsibility or liability related to the deposit or withdrawal of such funds. You agree that your origination of Account-to-Account transfers will comply with U.S. law and confirm that you are authorized to conduct any transactions you initiate. You can terminate Account-to-Account transfers with respect to specific accounts by deleting the account from your Account Transfer List within the Online Banking system.

**ONLINE BILL PAY**

Online Bill Pay is a feature within Online Banking. You must have a San Francisco Fire Credit Union Share Draft (checking) account to use Online Bill Pay. Your payments are deducted from this account. If You close Your Bill Pay checking account,

or it is no longer linked to Your Bill Pay service, Your Bill Pay service will end and any unprocessed service transactions will be canceled. You may use Your Bill Pay service to pay bills directly from Your Bill Pay checking account to companies or individuals You select.

For any transaction, Your available account balance including Your overdraft protection coverage, if any, must be enough to cover the transaction.

Instructions We receive on a business day by 10:30a.m. Monday through Friday (Pacific Standard Time) are processed the following business day (unless You specify a future date). Instructions We receive after 10:30 a.m. are processed on the second business day.

If You instruct Bill Pay to make a payment or transfer at a future date, we process the transaction on that date if it is a business day. If the date You request is not a business day, we process the transaction the next business day. BillPay business days are Monday through Friday, excluding holidays.

To allow time for the company or individual to receive and process Your payments, You must schedule all payments at least two (2) business days if electronic, and five (5) business days if by check, before Your payment is due.

You are responsible for ensuring that payee information, payment amounts, account numbers and other information that you enter into the Bill Pay system is accurate and complete. We will have no liability for failure to make payments as long as We accurately follow Your instructions. We are not responsible for payments lost, misdelivered or damaged by the Postal Service, or for failures of Your payees to accurately credit Bill Pay payments.

If a Bill Pay payment is not made on time solely because of Our failure to accurately follow Your instructions, Our responsibility will be limited to correcting the error and reimbursing you for any actual damages that result from the late payment, limited to late fees and interest charged by the Payee. In no event will We be liable for consequential damages such as lost business opportunities.

Bill Pay Member support service is available Monday through Saturday during regular Contact Center business hours, by phoning (888) 499-3473.

**ONLINE MAIL CHECK DEPOSIT AND REMOTE CHECK DEPOSIT**

Online Mail Check Deposit allows You to use Online Banking to obtain provisional credit for a check You will subsequently deposit by postal mail.

Remote Check Deposit allows You to use Online Banking to make a check deposit by delivering a scanned image of the front and back of check and related deposit information to us electronically.

The following items are not eligible for deposit via Online Mail Check Deposit or Remote Check Deposit:

Checks or items payable to any person or entity other than You.\* Checks or items drawn or otherwise issued by You or any other person on any of Your accounts or any account on which You are an authorized signer or joint account holder.\* Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.\* Checks or items drawn on a financial institution located outside the United States.\* Checks or items not payable in United States currency.\* Checks or items dated more than 6 months prior to the date of deposit.

In addition, the following items are not eligible for deposit via Remote Check Deposit:

- Checks previously converted to substitute checks.

- Remotely created checks

### ENDORSEMENTS

You agree to restrictively endorse any item deposited through the Online Mail Check Deposit or Remote Check Deposit service as “For deposit only, SAN FRANCISCO FIRE CREDIT UNION account # \_\_” or as otherwise instructed by Us. You agree to follow any and all other procedures and instructions for use of the Online Mail or Remote Check Deposit as We may establish from time to time.

### RECEIPT OF ITEMS DEPOSITED BY ONLINE MAIL CHECK DEPOSIT

Physical checks must be mailed to and received by Us within 7 business days of the initial deposit made through Online Mail Check Deposit. We reserve the right to reject any item transmitted through the Online Mail Check Deposit service, at Our discretion, without liability to You. We are not responsible for any lost or delayed mail.

### RECEIPT AND IMAGE QUALITY OF ITEMS DEPOSITED BY REMOTE CHECK DEPOSIT

We reserve the right to reject any item transmitted through the Remote Check Deposit service, at Our discretion, without liability to You. We are not responsible for items We do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when You receive a confirmation from Us that We have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

The image of an item transmitted to Us using the Remote Check Deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

### AVAILABILITY OF FUNDS

You agree that items deposited using the Online Mail or Remote Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

Funds deposited using the Online Mail Check Deposit service will be available on a non-provisional basis within a reasonable time after We receive the physical item(s) for the deposit submitted. Any provisional credit given will be automatically deducted from Your account if the deposit is not received by Us by the end of the 7th business day.

Funds deposited using Remote Check Deposit will be available on a non-provisional basis after We receive payment for the funds submitted.

We may make such funds available sooner based on such factors as credit worthiness, the length and extent of Your relationship with Us, transaction and experience information, and such other factors as We, in Our sole discretion, deem relevant.

### DISPOSAL OF ITEMS DEPOSITED BY REMOTE CHECK DEPOSIT

Upon Your receipt of a confirmation from Us that We have received the image of an item You have deposited via Remote Check Deposit, You agree to prominently mark the item with the Transaction Number provided by Us in the description of the transaction within Online Banking and to ensure that it is not re-presented for payment, and You agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Our audit purposes. You will retain the original item as instructed during the Remote Check Deposit submission and confirmation process.

### YOUR RESPONSIBILITY FOR NON-CASH ITEMS DEPOSITED TO YOUR ACCOUNTS

Our converting a provisional credit to a non-provisional credit and/or Our allowing You to withdraw funds from a deposit is not a representation or warranty by Us that the item You deposited will be paid by the institution upon which it is drawn. No employee or official of the Credit Union is qualified to evaluate whether items drawn on other institutions will be paid. No oral or written statement by any agent of the Credit Union as to whether an item drawn on another institution will be paid shall be deemed binding on Us. If any item deposited by You is lawfully returned by the institution upon which it is drawn, We are authorized to deduct the amount of the returned item from the account into which You deposited it. If this results in a negative balance, You agree to make a deposit sufficient to restore the account to a positive balance immediately upon Our demand. If You do not do so, You agree that our rights under the section entitled “Collection and Collection Costs” will apply.

### DEPOSIT LIMITS

We reserve the right to impose limits on the amount(s) and/or number of deposits that You transmit using Online Mail Check Deposit or Remote Check Deposit and to modify such limits from time to time.

### ERRORS

You agree to notify Us of any suspected errors regarding items deposited through the Online Mail Check Deposit or Remote Check Deposit right away, and in no event later than 60 days after the applicable SAN FRANCISCO FIRE CREDIT UNION account statement is sent. Unless You notify Us within 60 days, such statement regarding all deposits made through the Online Mail Check Deposit or Remote Check Deposit shall be deemed correct, and You are prohibited from bringing a claim against Us for such alleged error.

### PRESENTMENT

The manner in which the items are cleared, presented for payment, and collected shall be in Our sole discretion subject to the Agreement and Disclosures governing Your account.

### USER WARRANTIES AND INDEMNIFICATION

You warrant to Us that:

- You will only deposit or transmit eligible items.
- You will attach or write the provided transaction number on the item for Online Mail Check Deposits
- Images for Remote Check Deposits will meet image quality standards.\* You will not deposit duplicate items.\* You will not deposit or re-present a duplicate item (in the case of an Online Mail Check Deposit) or the original item (in the case of a Remote Check Deposit).
- All information You provide to Us will be accurate and true.\* You will comply with this Agreement and all applicable rules, laws and regulations.\* You agree to indemnify and hold Us harmless from any loss for breach of this warranty provision.



## MEMBER PRIVACY DISCLOSURE

We care about your privacy and recognize our responsibility to keep the information you provide us secure and confidential. Along with protecting your financial assets, protecting your privacy is our top priority. Our Privacy Policy is designed to do just that. This policy is provided to you as required by law. Please read it carefully and keep it for your records.

### PROTECTING YOUR PRIVACY

Our Privacy Policy explains how we protect the privacy of your personal information. It also explains certain situations where we release information about you to third parties, such as to maintain your account or other circumstances as required or permitted by law.

As long as you maintain a relationship with us, you will receive notice of our Privacy Policy as the law requires. If our information collecting or sharing practices change, we will provide you with a revised Privacy Policy. If you have a joint account with someone else or are a co-borrower, please give a copy of this Privacy Policy to them to ensure that each of you is aware of our policy and your options. Our Privacy Policy is always available upon request.

### CONFIDENTIALITY AND SECURITY

We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with State and Federal Regulations to guard your non-public personal information.

### SCOPE OF OUR POLICY

Our Privacy Policy governs Member Information which is defined as personally identifiable information about a member or their relationship with us. The policy applies to individuals who obtain products or services from us for personal, family or household purposes. Our Privacy Policy applies to member information obtained by San Francisco Fire Credit Union.

### INFORMATION SHARING WITH COMPANIES THAT PERFORM SERVICES ON OUR BEHALF

We may share all of the types of Member Information we obtain about you, as described in this policy, with companies that perform marketing services on our behalf or with other financial institutions with whom we have joint marketing arrangements, as permitted by law. All of these companies are obligated to keep the information we provide to them confidential and to use the information only to provide the services we have asked them to perform for us.

### INFORMATION SHARING IN OTHER SITUATIONS

We may share all the types of Member Information that we obtain about you in other legally permitted situations:

- If we have your consent to a disclosure for a specific purpose
- To complete your transaction and maintain your account, such as recording deeds of trusts and mortgages in public record
- In response to a subpoena, a fraud investigation or other legal process
- To credit bureaus or similar reporting agencies and with others who ask for credit references in accordance with customary business practices
- To regulatory agencies and auditors
- To another financial institution or entity that purchases your loan or account, or if we sell or merge parts of our business
- To another company that we hire to collect on your account
- To affiliates, investors, servicers, rating agencies, mortgage insurers, due diligence firms and others in connection with loan sales and securitizations

### OUR FORMER MEMBERS

Should our member relationship end, this Privacy Policy will continue to apply to Member Information we obtained about you.

### JOINT OWNERS

Personal and financial information regarding joint owners on your account is equally affected by your decision to either restrict or allow the sharing of such information.

### MAINTENANCE OF ACCURATE INFORMATION

We strive to keep records of Member Information about you accurate and up-to-date. When you notify us of an error, we will update or correct any erroneous information.

### CHILDREN'S ONLINE PRIVACY

The law requires parental consent to collect or use information from a child under 13 years of age. If you are a child under 18 years of age, please show this to your parents, and do not use the online services of this institution without disclosure to parents and verifiable parental consent pursuant to the requirements of the Children's Online Privacy Protection Rule.

# PRIVACY NOTICE TO MEMBERS

If you have responded to us in the past, your previous selection still applies. We are required to send this notice annually.

## FACTS WHAT DOES SAN FRANCISCO FIRE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

**WHY?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**WHAT?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Income and payment history
- Transaction history and credit history

**HOW?** All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons SF Fire Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SF Fire Credit Union Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>YES *</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For nonaffiliates to market to you</b>	<b>NO</b>	<b>WE DON'T SHARE</b>

**TO LIMIT OUR SHARING** \*California state law provides additional protections regarding the sharing of member's personal information. See **Important Privacy Choices for Consumers** form on next page.

- Complete the form and fax to: 415.674.4691
- Call us toll-free at 1.888.499.FIRE(3473) and ask us to not share your personal and financial information with outside companies
- Visit us online at [www.sffirecu.org](http://www.sffirecu.org) and go to the About Us section. Navigate to the Privacy Notice page under Your Privacy Rights and complete the PDF form (Adobe Acrobat required). Mail to: 3201 California Street, San Francisco, CA 94118 and mark "Privacy Notice Reply" on top left of envelope; or, fax form to: 415.674.4691

**Please note:** If you are a new member, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?** Call 1.888.499.FIRE(3473) and press 0 to speak to one of our representatives, or go to [www.sffirecu.org](http://www.sffirecu.org) and go to the About Us section then navigate to the Your Privacy Rights pages.



What we do	
How does SF Fire Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does SF Fire Credit Union collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Pay your bills or use your credit or debit card</li> <li>• Make deposits or withdrawals from your account</li> </ul> We also collect your personal information from others, such as credit bureaus or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws may give you additional rights to limit sharing. See below for more rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <b>SF Fire Credit Union has no affiliates.</b>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <b>SF Fire Credit Union does not share with nonaffiliates.</b>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <b>Our joint marketing partners include financial services and insurance companies.</b>

**Other important information**

Children's Online Privacy Protection Act Rule – the law requires parental consent to collect or use information from a child under 13 years of age. If you are a child under 18 years of age, please show this to your parent(s), and do not use the online services of this institution without disclosure to parent(s) and verifiable parental consent pursuant to the Children's Online Privacy Protection Act.

Cookies – "cookies" are pieces of data assigned by our web server and stored on your computer's hard drive for later retrieval. This helps us recognize you the next time you visit our site. We will not use cookies to record information that will enable anyone to contact you via telephone, email or regular mail. You may block the placement of cookies by adjusting the security settings on your web browser.

**IMPORTANT PRIVACY CHOICES FOR CONSUMERS**

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

**YOUR RIGHTS**  
You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts. This includes sending you information about some other products or services.

**YOUR CHOICES**  
**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services:** Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.  
 NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

**TIME SENSITIVE REPLY**  
You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with other companies with whom we have contracts to provide products and services.

**Member Number** \_\_\_\_\_ **Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

To exercise your choices do one of the following:

- Complete the form and fax to: 415.674.4691
- Call us toll-free at 1.888.499.FIRE(3473) and ask us to not share your personal and financial information with outside companies