



Regulation E Disclosures

For Electronic Fund Transfers Not Involving Cards

Revised December 14, 2020

1. **Transfers and Limitations.** Consumers may make the following types of electronic fund transfers to and from their Jiko Bank Account (in addition to by use of the Card, which use is discussed in the [Jiko Solid™ Debit Card Agreement and Disclosure Statement](#)) (all capitalized terms not defined herein are defined in the [Jiko Bank Account Agreement](#)):

- Electronic ACH transfers to and from the Jiko Bank Account. Transfers are originated by third parties at your direction, or by you by use of the Jiko App.

Limitations on the foregoing transfers are set forth in the [Limitations Disclosures](#) as currently in effect. For security reasons, there may be additional limits on transfers you or others may originate. You agree not to use the Jiko Bank Account and/ or Card for any transaction, such as online gambling, that violates state or federal law

2. **Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card network that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its current policies. The processor may use a conversion rate that is either selected from a range of rates available in the wholesale currency markets (which rate may be different from the rate the processor itself receives) or the government-mandated rate on the day the transaction is processed. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to the Jiko Bank Account.

3. **Record of Your Transactions.** You will get a monthly Jiko Bank Account statement including your electronic fund transfers, including those made through use of the Jiko App.

4. **Our Liability For Failing To Make Transfers.** If we do not complete an electronic fund transfer to or from your Jiko Bank Account on time or in the correct amount



according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in the Jiko Bank Account to make the transfer including through the process described in the Jiko Bank Account Agreement involving selling securities in your Brokerage Account and transferring the resulting amount to the Jiko Bank Account.
- The funds in your Jiko Bank Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
- The transaction cannot be completed because there are technical problems with the Jiko App.
- The Jiko App and/ or Jiko services were not working properly and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, a natural disaster or ACH failure) prevent or delay the transfer, despite reasonable precautions taken by us.
- We have reason to believe the transaction may not be authorized by you.

There may be other exceptions stated in our Jiko Bank Account Agreement with you.

5. **Lost or Stolen Device or Credentials.** If you believe your mobile device that has the Jiko App installed or your Jiko App user name, password or other credentials has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us as soon as you can, at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810. You can also write to us at 2000 Allston Way, PO Box, 327, Berkeley, CA 94701. Note: we will never ask you for your password.
6. **How to Report Unauthorized Transactions and Resolve Errors Or Questions.** Call us at the number, or write to us at the postal address described in the preceding section, 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, address and the last four (4) digits of your Jiko Bank Account number. We may request additional information to verify your identity.
- 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.

It would be helpful if you also provided us with any supporting documentation related to the 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 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 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days of receiving the error notice for the amount you think is in error, so that you will have the use of the money during the time that 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 provisionally credit your account. NOTE: Please see the Special Rules for New Accounts and Special Rules for Foreign Initiated Transactions section below for more information.

We will correct the error, if any, within one business day after determining the error occurred, and tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you an explanation by e-mail within three business days of the investigation. If a provisional credit is reversed, we will notify you of the date and amount of the reversal. You may ask for copies of the documents that we used in our investigation.

Special Rules for New Accounts, Point of Sale, or Foreign Initiated Transactions:

For errors involving new accounts, point of sale or foreign-initiated transactions, (transfers initiated outside of the United States) we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.



- 7. Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe your mobile device that has the Jiko App installed or your Jiko App username, password or other credentials (individually, a "device or credential") has been lost or stolen or has been used by someone without authorization. Notifying us by telephoning 1-833-333-JIKO, (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810 is the best way of keeping your possible losses down. You can also write us at 2000 Allston Way, P.O. Box 327, Berkeley, CA 94701. You could lose all the money in your Jiko Bank Account plus all of the money that can be transferred to the Jiko Bank Account from the Jiko Brokerage Account through the process described in the Jiko Bank Agreement involving selling securities in your Jiko Brokerage Account and transferring the resulting amount to the Jiko Bank Account. If you tell us within 2 business days after you learn of the loss or theft of a device or credential, you can lose no more than \$50 if someone used your device or credential without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your device or credential, and we can prove we could have stopped someone from using your device or credential without your permission if you had told us, you could lose as much as \$500.

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

- 8. Business Days.** Our business days are Monday through Friday, excluding federal holidays.
- 9. Disclosure of Account Information.** We may release information about your accounts and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction, to consumer reporting agencies, as permitted by law, or with your consent. Please see the Bank's Privacy Notice for further details.
- 10. Right to stop payment 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. Here's how:



Call us at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810, or write us at 2000 Allston Way, PO Box, 327, Berkeley, CA 94701, in time for us to receive your 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.

11. **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
12. **Preauthorized credits.** 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 1-833-333-5456 to find out whether or not the deposit has been made.