



SAFE DEPOSIT BOX ACCOUNT RENTAL DISCLOSURE

The contents of the Box are not insured by the credit union, NCUA (NCUSIF) or by any other government or private insurance company.

Renter is solely responsible for securing adequate insurance for the Box contents.

This Agreement is entered by and between Randolph-Brooks Federal Credit Union, P.O. Box 2097, Universal City, TX 78148-2097 ("Credit Union", "us", "we", or "our") and the Renter(s) named herein ("Renter", "you", or "your"). By signing below, or by way of another signature method acceptable to the Credit Union, and in consideration of the advance payment by Renter of annual rent with the execution of this Agreement, receipt of which is hereby acknowledged by Credit Union, Credit Union rents to Renter and Renter rents from Credit Union the safe deposit box listed above for the term of one year, and from year-to-year thereafter unless otherwise terminated in accordance with this Agreement, under the following terms and conditions:

Adverse Claims. If there are conflicting claims or instructions or any dispute regarding the box or the contents in the box, we may suspend all right of access to the box. If we are notified of a dispute, we do not have to determine whether the dispute has merit before we take any action. We may suspend and continue suspension until we obtain a release or releases in favor of the Credit Union from any person(s) making a claim. Lacking such release or releases, we may (but are not required to) submit such claim or claims for judicial determination by interpleader or other legal proceeding and in such case we would be entitled to all costs and expenses incurred, including without limitation Credit Union's attorney's fees.

Amendments. Subject to Section 4 of this Agreement, Credit Union may change the terms of this Agreement by giving notice to Renter. This Agreement shall be subject to such rules and regulations and such changes as may be adopted from time to time by Credit Union. Amendments will be posted or mailed by the Credit Union. In addition, and not by way of limitation, the annual rental may be subject to increase based upon the usage or access of said box.

Assignment. This Agreement is not assignable or transferable by the Renter and any attempt by Renter to assign or transfer this Agreement shall operate as an immediate termination of this Agreement. Credit Union may assign this Agreement to a third party without notice to or consent from Renter(s).

Bankruptcy, Death or Incompetence of Renter(s). In the event of any Renter's bankruptcy, declaration of legal incompetence, or death, Credit Union may require documentation, satisfactory to Credit Union, to allow Renter's legal representative or other person to access Renter's box and remove the contents, subject to any applicable laws or regulations. We may accept and comply with court orders and take direction from court appointed personal representatives, trustees, guardians, and/or conservators for states other than Texas. We reserve the right to require U.S. court documents for individuals who reside outside of the United States. In the event of the death of any person having access to the box, the surviving Renters or other persons also legally entitled to access the box shall notify Credit Union immediately of such death and thereafter shall have access to the box as permitted by this Agreement or by applicable law. Renter agrees that a certified copy of any order of any court of competent jurisdiction may be accepted and complied with by Credit Union without liability to Renter, or Renter's successors, heirs, or assigns.

Binding Agreement. The terms of this Agreement are binding on the heirs, legal representatives, successors, and assigns of Renter and, unless expressly otherwise provided, shall apply to and govern any other lease and/or all renewals or extensions of this or any other safe deposit box rental.

Biometric Data Collection and Consent. Notice and consent for the collection of Biometric Information, Personal Information and Sensitive Personal Information ("Consent") describes how RBFCU collects and processes certain categories of Personal Information in connection with the Services provided. By providing your *consent* you acknowledge and agree that you have been provided with and agree to be bound by the RBFCU Privacy Notice. By consent being provided for the collection and processing of your information as part of your verification may not be revoked where it is required to complete transactions for which it was collected, or to complete the verification services. The types of personal information collected and shared may vary dependent on the product or service. RBFCU uses security measures that comply with federal and state laws to protect renter's personal information. These measures include computer safeguards and secured files and buildings. Credit Union staff are trained on the importance of maintaining confidentiality and member privacy and restrict access to non-public personal information.

Contents Not Insured. The contents of your safe deposit box are not insured by Credit Union, the National Credit Union Administration, the National Credit Union Share Insurance Fund, or by any other government or private insurance company. If insurance protection is desired on the contents of the box, obtaining such insurance is the sole responsibility of Renter(s) and is a matter separate and distinct from anything contained in this Agreement.

Cost of Collection. Renter expressly agrees to pay all of Credit Union's reasonable expenses incurred in the enforcement or maintenance of this Agreement, including court costs and attorney's fees.

Credit Union Membership Agreement. This Agreement is subject to the terms and conditions of the Randolph-Brooks Federal Credit Union Membership Agreement, which is incorporated herein by reference. If any term of the Membership Agreement is deemed inconsistent with the terms of this Agreement, then the terms of this Agreement shall control.



Escheat; Unclaimed Property. “Escheat” refers to the process of transferring Unclaimed Property (or the sale proceeds of Unclaimed Property) to the appropriate State. “Unclaimed Property” means box contents that have been deemed abandoned by the Renter under state law. Each State has its own Escheat or Unclaimed Property rules which may include selling the contents of the box and/or destroying contents with little or no apparent financial value. The contents of the box, or the proceeds of the sale of the contents, may be transferred to the appropriate State if contents of the box are abandoned in accordance with State law. Renter agrees that Credit Union will comply with any State or government agency requests concerning the reporting and handling of abandoned property. Renter agrees that abandoned contents may be photographed.

Governing Law; Severability. This Agreement shall be governed by the laws of the State of Texas, including, without limitation, the Texas Credit Union Act. In addition to the remedies provided in this Agreement, Credit Union may avail itself of any or all of the remedies provided by the laws of the State of Texas. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the remaining terms hereof.

Identification. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person that leases a box. We require the following information or documents as a condition to your leasing a box:

- a. For personal boxes: your name; residential address; date of birth; Social Security number, driver’s license or other identifying documents.
- b. For Electronic Vault Attendant (EVA) systems: Biometric information (fingerprints, voiceprints, scans of a hand, facial geometry recognition and/or iris or retina recognition).

We may require additional information when or after you lease a box to comply with “Know Your Customer” requirements. We may restrict or close your box if we are unable to obtain information to satisfy our “Know Your Customer” requirements. By renting a box with us, you confirm that neither you nor any other renter is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

Invoices; Notices. We will mail invoices and notices through U.S. mail to the current address listed in our records. We may change your mailing address if we receive an address change notice. We have made invoices and notices available to you on the day we mail them, even if your current address is invalid. You must notify us promptly of any change in address. You agree that sending the invoice or notice to one Renter of a box qualifies as sending it to all Renters, even if all Renters do not have access to the mailing address of record.

Limitation of Liability. We do not have knowledge of and we do not exercise supervision over the box, or over examination or removal of any of its contents. You understand that the Credit Union has no knowledge of the contents placed inside the box. You assume all risks of injury, loss or damage of any kind (including but not limited to loss or damage due to fire, water, other mishap, robbery or burglary) arising out of the deposit of anything in the box, provided we have exercised ordinary care. You agree that we will not be liable to you if circumstances beyond our control affect the normal physical environment in which the box is located nor if items contained in the box are damaged or degraded in any way due to the absence of any special environment conditions that we do not, as a routine course of business, maintain for the box even if you have indicated the necessity for such special environmental conditions. We may physically relocate the box, upon notice and in accordance with all applicable laws, to another facility without any liability for so doing, including but not limited to, loss or damage of any items. If any provision of this Agreement is determined to limit our liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law. Credit Union’s liability for any loss in connection with the box, for whatever reason, shall not exceed ten (10) times the annual rent rate for the box, except as otherwise provided by law. The opening of a box by an unauthorized person shall not be presumed from the loss of any property allegedly deposited in the box. Credit Union shall not be liable for the opening and removal of the contents of the box pursuant to a court order, regardless of the validity or propriety of any such order.

Multiple Renters; Appointed Deputy. In the event that two or more persons rent the safe deposit box as joint Renters under this Agreement or if Renters appoint a deputy under this Agreement, it is expressly agreed that any one of any such persons shall be entitled to full access to the box without limitation and shall be permitted to remove the entire contents of the box and perform any other transaction related to the box rental. Credit Union shall not be responsible for any damage arising by reason of such access removal misappropriation or any other act by any joint Renter or other authorized person. All documentation must be satisfactory to the Credit Union in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor a Renter’s request to appoint a deputy. Unless the Credit Union has received actual notice in writing of the revocation of a deputy’s authority, whether by death of the appointing Renter or otherwise, and has had a reasonable opportunity to act on it, Credit Union shall not be liable for allowing such deputy access to the box, or for any actions of such deputy relating to the box. This Agreement does not create any presumption of ownership in the box contents.

Payments. All rents of boxes are payable yearly in advance and are subject to change. This Agreement is automatically renewable from year to year for successive one-year terms. Renter hereby authorizes Credit Union to charge Renter’s Credit Union savings or checking account without advance notice, for rent for initial and succeeding rental terms, and any other costs related to this Agreement. If Renter, upon termination of this Agreement for any reason, shall fail to return possession of the box, Credit Union shall have the right to prohibit further access to the box until all rents and costs have been paid. Upon the expiration of 180 days during which rental has accrued and become delinquent and after a further period of 61 days of continued delinquency following notice to Renter, Credit Union shall have the right to forcibly open the box of Renter in the presence of two Credit Union employees (one of whom shall be an officer or manager of Credit Union) and a notary public and to inventory and remove the contents. Credit Union may hold and retain the contents on special deposit subject to the payment of all rents that may be unpaid and for the use of the box after ending of the term in proportion to the annual rent and of all expenses incurred in opening the box, changing its locks and keys, any damage in connection with the box, and for the safekeeping of the contents after removal from the box. Credit Union may then dispose of the contents of the box at the time and in any manner permitted by applicable law. Notwithstanding anything herein



to the contrary, Credit Union shall not restrict access or forcibly remove contents of any box where such action would otherwise be prohibited by applicable law, including, but not limited to, the Service members Civil Relief Act or similar laws protecting the rights of active duty military.

Prohibited Contents of Box. Renter shall not use nor permit the box to be used for any unlawful purposes or for storage of any contents Credit Union deems dangerous, offensive in nature, or otherwise determines to be a security risk. Renter shall not use or permit the box to be used for the deposit of any liquid or property of an explosive, dangerous, or offensive nature, or any property the possession of which is prohibited by law or regulation or that may become a nuisance to Credit Union or to any other renters. If Credit Union has reason to believe that Renter has deposited or permitted to be deposited in the box any item proscribed by the preceding sentence, such prohibited use of the box shall immediately terminate Renter's right to the box, and Credit Union shall have the right, without prior notice to Renter, to open the box forcibly, remove and inventory the contents, and take appropriate action to either: (i) store the contents in a safe condition until reclaimed by Renter; or (ii) turn the contents over to law enforcement where appropriate or required. Should Renter not reclaim such contents within five (5) business days of being notified by certified mail (return receipt requested) of the operation of this section of the Agreement, Credit Union shall have absolute authority to dispose of such items in any way it deems appropriate without liability. The failure of Renter to respond to the notice by certified mail shall be deemed an abandonment of such proscribed or dangerous items for all purposes in law or otherwise. Credit Union reserves the right to charge Renter for the cost of disposal of prohibited contents. Renter agrees to reimburse Credit Union promptly for the cost of disposal.

Receipt of Legal Process. If we receive any legal process that affects, or in our opinion may affect the box or the contents, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to limit access to the box, including a restraining order, seizure warrant, garnishment, attachment, execution, levy, or similar order. We do not have to determine the validity of the legal process. You agree that without incurring any liability we may suspend the right of access to the box until we are satisfied, in our sole discretion, that the legal process has been satisfied, vacated, or otherwise terminated.

Relationship of the parties. In all transactions between Credit Union and Renter(s) involving the safe deposit box, the relationship between Credit Union and Renter(s) (regardless of the number of persons in the latter category) shall be that of lessor and lessee and landlord and tenant. The rights and liabilities of the parties to this Agreement shall be governed accordingly, and Renter shall be deemed for all purposes to be in possession of the box and its contents.

Right of Access. Renter or any person authorized by Renter or by law (such as a deputy or a legal representative of Renter), on presentation of proper identification and on establishment of right of access to Credit Union's sole satisfaction, shall have access to the box in Credit Union's vaults during Credit Union's regular business hours as established from time to time, subject to the terms and conditions of this Agreement. The vaults may be closed at Credit Union's discretion without notice and at any time due to acts of God or for any emergency or business reason deemed prudent by Credit Union. Credit Union reserves the right to change the hours during which the vaults may be accessed without notice. If by any act of or process against any Renter or other person entitled to access the box Credit Union is forbidden to allow the box to be opened, then all access to the box may be prevented by Credit Union until such act or process is annulled or otherwise settled or adjudicated to Credit Union's sole satisfaction. Credit Union may deny access to the box until any and all fees or charges related to the box have been paid. Except at self-serve locations, Renter or Renter's proper agents or representative, will not be permitted to enter the vault except in the presence of a Credit Union employee. Credit Union may refuse to permit more than two persons to enter the vault at any one time, may refuse to allow such persons to remain in the vault longer than is necessary for opening or closing the box, and may require such persons to carry their boxes to rooms or desks provided outside the vault. Renter acknowledges and agrees that Credit Union shall not be liable if, at Renter's request, Credit Union handles the box for Renter.

Telephone and Electronic Communications. We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity. When you give us your mobile number, we have your permission to contact you at that number about the box rental and this Agreement. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages related to your box rental (such as hold alerts) to that address. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

Termination. Credit Union reserves the right to terminate the rental and possession of a box at any time or to adjust the rental rate on its notice mailed to the address of, or otherwise delivered to, Renter, to Renter's authorized agent, or to any legal representative. Renter may terminate this Agreement at any time with written notice to Credit Union and surrender of the keys. Renter will surrender the box and all keys issued for the box upon termination of this Agreement, in as good order as when rented, reasonable use excepted, and pay on demand to Credit Union the expense of making all repairs as may be rendered necessary by any act of neglect by Renter or any authorized agent; and any forcing fees, if necessary. If one or both keys are lost or if Renter changes his or her address, immediate notice must be given to Credit Union.