

USAgencies Credit Union

ELECTRONIC FUNDS
TRANSFER AGREEMENT
AND DISCLOSURE

Important information about your Credit Union Visa Debit Card and other Electronic Fund Transfer Services.

Federal law requires that consumers who make use of a Credit Union's electronic fund transfer services in connection with certain accounts receive the disclosures contained in this Electronic Funds Transfer Agreement and Disclosure ("Disclosure") before using the service. An electronic fund transfer ("EFT"), generally, is a transfer of funds initiated electronically. Use of our Visa Debit Cards ("Card"), is an electronic fund transfer. Transfers initiated via pre-authorized credits and debits to your account are also EFTs. Some of the disclosures apply only to card-originated EFTs. Some Disclosures apply only to pre-authorized credit and debit EFTs. The others apply to all EFTs at USAgencies Credit Union ("Credit Union"). This disclosure does not apply to credit card accounts or to any Card used directly to initiate a credit transaction. EFTs do not include automatic transfers between your accounts with USACU.

In this Disclosure, the words "you" and "your" mean each consumer who signs a Card Application, or who makes use of the Credit Unions EFT services. "PIN" means the Personal Identification Number used in conjunction with a Card for certain types of transactions. The words "we", "us", or the "Credit Union" mean USAgencies Credit Union. "Line of Credit" means one, or both of the following credit accounts that, upon application and approval by the Credit Union, are accessible through your checking account: Standard Overdraft Protection and Premium Overdraft Protection. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

1. Member Liability. You are responsible for all transfers you authorize using your Card under this Agreement. If you permit other persons to use your Card or PIN/access code, or EFT services, you are responsible for any transactions they authorize or conduct on any of your accounts, including joint accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been stolen or that someone has transferred or may transfer money from your account without your permission, call **1-800-528-2273 (24 hrs)**.

Note: In order to minimize the risk of losses from lost or stolen cards or PINS, we strongly suggest that you call us immediately and then confirm in writing to:

USACU	
95 SW Taylor	503-275-0300
Portland, OR 97204	800-452-0915

2. BUSINESS DAYS

Our business days are Mondays, Tuesdays, Thursdays and Fridays, 8:30am - 5:00pm; Wednesdays, 10:00am – 5:00pm, Saturdays, Sundays and holidays are not considered business days.

3. DEFINITION AND IDENTIFICATION OF TERMINALS AVAILABLE TO CARDHOLDERS

For purposes of this Disclosure, a "terminal" includes automated teller machines (ATM) and point of sale (POS) terminals (special store terminals at which payment for purchases may be made). An ATM terminal can be used without the assistance of another person and the use of a PIN is required to complete a transaction.

The second type of POS does not require the use of a PIN. The POS transaction is made by presenting your Visa Debit Card at the time of purchase to merchants who have agreed to accept Visa Card purchase transactions. A signature is required to authorize this type of transaction.

Located on or near each terminal is a listing of the card issuers and networks whose cardholders may use the terminal. Sometimes symbols are used instead of names. In most cases, a larger or more conspicuous sign or symbol will identify the terminal owner or operator.

4. TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS INITIATED USING YOUR CARD

(a) Account Access. Your card will permit you to make transactions on one Checking account (Premium, Lifestyle, Lifestyle Plus, Freestyle, Everyday Access) and/or Membership Share account specified on your Visa Debit Card Application. You may use your card to:

1. Make deposits to and withdraw cash from your Checking or Membership Share account.
2. Pay for purchases out of your Checking account at retail POS/ PIN terminals from merchants who have agreed to accept Card purchase transactions.
3. Pay for purchases out of your Checking account with a Visa Debit Card, only at retail POS location from merchants who have agreed to accept Card purchases.
4. Transfer balances from your Checking account to your Membership Share account, or from your Membership Share account to your Checking account provided both accounts are linked to your Card.
5. Access through your designated Checking account, your Overdraft line of credit; provided you have entered into the appropriate credit account agreement with the Credit Union; you are not in default under that agreement or any other Credit Union agreement; the availability of credit has not been suspended; or the agreement has not been terminated either by you or the Credit Union; or the attempted access to your credit account will not cause your credit limit for that account to be exceeded.
6. Make balance inquiries to your Checking or Membership Share Account.
7. Conduct other transactions as services and features are added to the automated banking system. Some of the services listed above may not be available at all terminals.
8. You may not use the Card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

(b) Limits on Dollar Amount of Transactions.

1. At a Credit Union ATM terminal, no deposit or transfer between accounts may exceed \$9,999.99.

Separate withdrawal and purchase limits apply. Total withdrawals or purchases in any one-day may not exceed the separate Daily Limits for a single card number, regardless of the number of accounts that a single card may access. You will be allowed to make transactions up to the available balance in your account (as defined in the Credit Union's Membership and Account Agreement) plus any available Overdraft Protection line of credit balance or up to the maximum Daily Limit. The

2. Daily Limits are as based on your credit score at the time your account was established. You will be notified of these limits at this time.
3. At some types of ATMs, the withdrawal amount may be limited due to machine constraints, and multiple transactions may be necessary to obtain the total amount desired.

(c) **Limits on Frequency of Transactions.** Other than shown below, there is no limit on the number of deposits, withdrawals, purchases, transfers, or inquiries.

1. Membership Share accounts are limited to six preauthorized, automatic, telephonic audio response or on-line banking withdrawals or transfers per monthly period to another account of yours or to a third-party. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.
2. The number of purchases with a Credit Union Visa Debit Card is limited to 15 per day.

5. CHARGES FOR TRANSACTIONS, TRANSFERS AND OTHER SERVICES.

(a) Visa Debit Card Charges. For each Card withdrawal or transaction at any electronic terminal other than USACU owned terminals, you will be charged a fee of \$1.00. For a transfer between accounts, the fee is charged to the account from which the funds were transferred. For each Card balance inquiry at any terminal, you will be charged a fee of \$1.00. These charges will be reflected on your periodic statement, as "ATM TXN FEE".

If you use an ATM that is not operated by us, or is not part of the COOP Network, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

(b) Card Replacement Charge. If your Card is lost and if you request a replacement Card, a charge of \$10.00 will be assessed. The charge will be reflected on your statement as "Card Replacement Fee". If you lose or misplace your PIN a \$5.00 PIN replacement charge will be assessed. The charge will be reflected on your statement as a "PIN Replacement Fee."

(c) **Other Charges.** All other charges are detailed in our "Membership and Account Agreement" and "Rate and Fee Schedule". Your periodic statement will itemize these other charges. For advances received from your Overdraft Protection line of credit account, there are other charges, such as finance charges, late charges and the like, none of which is related to EFT transactions. You should consult your credit agreements for information relating to these charges.

6. Right to Receive Documentation

Periodic Statements. All EFT transactions will be identified on your periodic statement. You will receive a periodic statement on any account with an electronic funds transfer during that month. In any case, you will receive a statement at least once every quarter.

7. Preauthorized Credits. If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can call us at 503-275-0300 to find out whether the deposit has been made, access your account through Online Banking, Mobile Banking, or use MARS to confirm direct deposits and review your account activity.

- a. **Terminal Receipt.** You should receive a receipt at the time you make any transfer or withdrawal from your account(s) using at ATM, POS terminal, or a VISA debit transaction with a participating merchant.
- b. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - As necessary to complete transfers;
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - To comply with government agency or court orders;
 - If you give us your written permission.

8.YOUR RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED PAYMENTS FROM YOUR ACCOUNT; PROCEDURE FOR DOING SO; RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS; CREDIT UNION'S LIABILITY FOR FAILURE TO STOP PAYMENT; DURATION OF STOP PAYMENT ORDER

You may NOT stop payment on any transaction made with a Card. If you have pre-authorized regular payments out of your account, you can stop any of these payments. To do this, telephone or write us using the telephone number and address provided in Section 1 of this Disclosure. Certain time limits apply as detailed below.

(a) Single Pre-Authorized Payments. If you wish to stop a single pre-authorized payment, we must receive your request three (3) business days, or more, before the payment is scheduled to be made. If you call, we will require you to put your request in writing, and get it to us within fourteen (14) days after you call.

(b) Series of Pre-authorized Payments. If you wish to stop a series of pre-authorized payments to be made to the same person or company, over a period of time, we must receive your request three (3) business days or more, before the next payment is scheduled to be made. We will then block all future payments to that payee. If you call, we will require you to put your request in writing, and get it to us within fourteen (14) days after you call; also, we may require a copy of the notice that you sent to the payee who was to receive the pre-authorized payments, requesting that the payments be discontinued. We will charge you our regular stop payment charge for each stop payment order you give; this charge is detailed in our Rate and Fee Schedule.

(c) Notice of Varying Accounts. If these regular payments 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.

(d) Liability for Failure to Stop Payment or Pre-authorized Payment. If you order us to stop one of these payments three (3) business days or more before it is scheduled and we do not do so, we will be liable for your losses or damages, only up to the amount of the payment. If we credit your account after paying a pre-authorized item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person. You may not stop payment on any payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

(e) Duration of Stop Payment Order. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

9. Credit Union Liability for Failure to Make Electronic Transfers. If we do not complete an electronic transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for some of your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error.

Additionally, the Credit Union will not be liable for the following:

- If through no fault of ours, you do not have enough money in your account to complete a transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, if your account is closed or inactive, or if the transaction involves a loan request exceeding your credit limit.
- If you used the wrong PIN, Access Code, or account number, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for performing the transaction.
- If the terminal where you are making the transaction does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money in your account;
- If a withdrawal would consist of money deposited in the form of a check or other order and the funds are not yet available for withdrawal;
- If you have told us that your Card was lost or stolen or that you believe that someone else has obtained your PIN;
- If anyone refuses to honor your VISA Debit Card or an employee of a merchant does not properly handle a Card transaction at a terminal.
- If you have not given the Credit Union complete, correct, or current information so the Credit Union can process a transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent the transaction.
- If the error was caused by a system beyond the Credit Union's control such as the ATM network, telecommunications system, or Internet service provider.
- If the money in your account is subject to legal process or other claim, or if funds in your account are pledged as collateral or frozen because of a delinquent loan, overdrawn account, or suspected fraud.
- Any other exceptions as established by the Credit Union.

There may be other exceptions stated in our agreement with you. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

10. ERROR RESOLUTION NOTICE - IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at the phone number(s) or write us at the address set forth above as soon as you can. We must hear from you no later than (60) days after we sent the first statement on which the problem appears.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up forty-five (45) calendar days to investigate your complaint or questions (ninety (90) calendar days for POS transactions errors, new account transaction errors, or errors involving transactions initiated outside the United

States). If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for VISA Debit Card purchase transactions) 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 questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

11. OTHER TERMS AND CONDITIONS

(a) Use and Care of the Card. If you use the Card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. Use of the Card is also subject to the rules of the government agencies, which regulate credit unions. You will take care of your Card, and will not give the Card or the PIN to any other person or write it on the Card. If it is lost or stolen, you will notify us immediately.

Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account in US dollars. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your statement. This fee

(b) will be assessed on all international purchases, credit vouchers, and cash disbursements.

(c) Overdrawing Your Account. You agree that you will not use the Card to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request and the then current fee for overdrafts. This paragraph does not apply to your Overdraft Protection line of credit account.

(d) Overdraft Protection Line of Credit Accounts Only. As applicable, if you use the Card to withdraw money from checking account and the withdrawal creates an overdraft in your account, a loan will be made to you in accordance with your Overdraft Protection line of credit account agreement to cover the amount of the overdraft, provided that you are not in default under the agreement; the availability of credit has not been suspended; the agreement has not been terminated either by you or the Credit Union; and that you do not exceed your credit limit. Using your Card and PIN to make a withdrawal when there is not enough money in your account is a written order by you requesting the loan. You agree that you will not use your Card and PIN to overdraw your account, except to make these loans. If an overdraft in your account in excess of your available credit limit does occur, you will pay the full amount of the overdraft and applicable charge to us immediately upon request.

(e) Legal Action. If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all costs, including attorney fees, that the Credit Union incurs in such legal process under the credit account. In such cases, the credit agreement will govern these costs. You agree to pay all our costs, including attorney fees, in responding to any legal process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. Any legal process against your account is subject to the Credit Union's lien and security interest

(f) Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

(g) Security of Access Code. The personal identification number (PIN) or access code you select for any EFT (electronic fund transfer) service is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to

anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

12. RULES AND REGULATIONS

Your first use of your Card or your giving us a written authorization to make pre-authorized debits or credits to your account will be your agreement to the "Membership and Account Agreement" and the "Rate and Fee Schedule" relating to your account and this "Electronic Funds Transfer Agreement and Disclosure".

13. AMENDMENT AND CANCELLATION

We may amend (change) the Agreement and Disclosure by giving you 21 days prior written notice. We are not required to give you prior notice where an immediate change is necessary to maintain or restore the security of our EFT system. However, if such a change is made permanent, we will give you appropriate notice. We may cancel your privilege to use the Card and PIN, even without telling you in advance. If we do this, you will return all Cards to us at once. You may terminate this agreement at any time by notifying us in writing. If you do this you must return all Cards to us at once. Ending this agreement will not affect your obligations under this agreement for transactions or transfers completed with your Card or PIN, even if those transactions or transfers are completed after the ending date. You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your electronic funds transfer services or access code breach this or any other agreement with us, if we have reason to believe that there has been an unauthorized use of your Card or access code, or if your membership in the Credit Union is terminated for any reason.

14. NOTICES. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we may mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

15. ATM/Night Deposit Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine and Night Deposit Facilities.

- (a) Be aware of your surroundings, particularly at night.
- (b) Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- (c) If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- (d) Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- (e) If you notice anything suspicious at the ATM or night facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction; take your Visa Debit Card or deposit envelope and leave.
- (f) If you are followed after making a transaction, go to the nearest public area where people are located.
- (g) Do not write your personal identification number or code on your Visa Debit Card.
- (h) Report all crimes to law enforcement officials immediately.