

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

### A. General Terms

This Electronic Funds Transfer Agreement is the contract which covers rights and responsibilities for electronic funds transfer ("EFT") services offered to you by Unitus Community Credit Union ("Unitus"). "Electronic funds transfer" means any transfer of funds that is initiated through an electronic terminal, telephone, computer magnetic tape, or other access device for the purpose of ordering, instructing, or authorizing Unitus to deposit or withdraw funds from one or more of your Unitus deposit accounts.

This Agreement generally applies to fund transfers, deposits, cash withdrawals and purchases made with an ATM card, debit card, or other device or code which accesses a consumer deposit account. It also applies to direct deposits and some types of preauthorized and telephone-initiated transfers involving consumer deposit accounts (including a transaction you may initiate by check but which a merchant converts to an electronic transaction at the point of sale). Please note that some services may have additional instructions or technical requirements for their use; information on those may be found at [www.unitusccu.com](http://www.unitusccu.com).

Examples of EFTs covered by this agreement include transactions to or from deposit accounts made by you, or by others acting on your behalf, using automated teller machines ("ATMs") or point of sale ("POS") terminals, or transactions made through the Automated Clearing House network ("ACH") or an equivalent method of electronic funds transmittal.

Some transactions that appear to be electronic funds transfers are not covered under this Agreement. For example, transactions that do not involve deposit accounts as the source or recipient of funds, such as online credit card purchases, or cash advances taken in currency at an ATM using a credit card, are not EFTs.

This Agreement does not cover these transactions, or debits which Unitus is authorized to make from your account for service charges and other fees, preauthorized transfers you have instructed Unitus to make to another of your Unitus accounts or toward payment of a Unitus loan, and certain other types of consumer transactions which are excluded from Regulation E of the U.S. Federal Reserve Board. Please refer to the Membership and Account Agreement or the specific agreements for your other Unitus accounts for an explanation of your rights and responsibilities for other types of transactions.

In this Agreement, the words "you" and "yours" mean those persons who sign our Membership Application or Signature Card as applicants or joint owners, and any other persons granted authority by you to perform EFTs affecting your Unitus deposit accounts. The words "we," "us," "our," "Unitus," and "Credit Union" mean Unitus Community Credit Union. The word "accounts" means any one or more of your Credit Union deposit accounts. The word "access device" refers to any means by which you may initiate an electronic funds transfer, including debit or ATM cards, online or Internet-based services, or transfers requested by telephone. The word "card" means the ATM card, Visa debit card, or Visa Classic credit card issued to you by Unitus.

By signing the Membership Application, Signature Card, Visa debit card, ATM card, or Visa Classic credit card, or by using the card or other electronic funds transfer services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments.

You warrant and agree that you will not use Unitus Community Credit Union accounts or any services, including but not limited to loans, to make or facilitate any illegal or unlawful transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that Unitus Community Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you and/or your authorized user(s). You further agree to indemnify and hold Unitus Community Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### B. Your Liability For Unauthorized Transfers

You are responsible for all transfers you authorize using an EFT service under this Agreement, except as provided in this Agreement or as required by law. If you authorize other persons to use an EFT service or your personal identification number ("PIN") or access code to access one or more of your Unitus accounts, you are responsible and liable for any transactions they authorize or conduct on any of your accounts.

Tell us at once if you believe your card, access device, PIN or access code has been lost, stolen or learned by another person. Telephoning us is the best way of keeping your possible losses down.

If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or series of related unauthorized transfers made by someone without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, access device, PIN or access code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could be liable for as much as \$500. Losses could include the money in your account plus any advances made through the use of our Check Protect or overdraft protection programs.

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 not get back any money lost after the sixty (60) days 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 this time period.

**Warning for Visa Classic accounts:** Although your Visa Classic is a credit card account, your Visa Classic card can also be used to access your deposit accounts and make EFTs at ATMs. This means that, if you add an authorized user to your Visa Classic account, that person will be able to perform transactions, including EFTs, on any of your loan or deposit accounts as a designated agent (as defined in the Credit Union's Member and Account Agreement). By authorizing persons who are not joint owners on your Unitus accounts to use your Visa Classic card, you authorize them to conduct transactions on all of your Credit Union accounts. (Please refer to the Visa Credit Card Account Agreement and Disclosure for an explanation of your rights and responsibilities with regard to credit transactions made using the Visa Classic card).

#### **C. Telephone Number And Address For Notification Of Unauthorized Use**

If you believe that your card, access device, PIN or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately at one or more of the numbers below. If unauthorized activity occurs on your account, you agree to cooperate during the investigation and to complete a report and/or affidavit.

Telephone:  
503-227-5571  
1-800-452-0900

Mailing address:  
Unitus Community Credit Union  
Attention: Contact Center  
P.O. Box 1937  
Portland, OR 97207

#### **D. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding Federal holidays.

#### **E. Services And Limitations**

If we approve your request for a card, uOnline account access, Telephone Express Teller, or other access device used to initiate EFTs, you may access your funds in the manners listed below. Please note that some of the services or access devices listed below may also offer features other than EFTs. For an explanation of your rights and responsibilities with regard to those services, please refer to the specific agreement(s) which govern those services.

- a. Withdraw cash from your checking, money market, or savings accounts at Unitus, up to the daily limit amount in any 24-hour period, if sufficient funds exist in your account. You may withdraw up to \$300 per calendar day per deposit account at an ATM with an ATM card, and up to \$500 with a debit card (minors are limited to \$300 per day at ATMs regardless of the card used). You may conduct POS transactions with a debit card up to \$1500 per calendar day, per account (\$300 for minors). For security reasons, there may be times when we further limit these amounts. Different limitations may apply at ATMs that are not owned by us.

- b. Make deposits to your checking, money market, or savings accounts at Unitus. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Refer to the Funds Availability Policy in the Member and Account Agreement to determine the availability of funds deposited at ATMs.
- c. Transfer funds between your checking, money market, and savings accounts. You may transfer up to the available balance in your accounts at the time of the transfer.
- d. Pay for purchases at places that agree to accept our card (purchases will be covered by funds deducted from your checking account). You do not have a right to stop payment on any card sales draft or cash withdrawal slip originated through the use of your card.
- e. Make payments on your loans with Unitus or held by other financial institutions.
- f. Obtain account balance information (balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal).

We do not promise everyone will honor your card or access device, and we have no obligation to you if anyone refuses to accept your card or access device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your card or access device, or otherwise fails to provide any services made available to you by Unitus. Unitus reserves the right to refuse any transaction which would draw upon insufficient or unavailable funds or require us to increase our required reserve on the account. If a transfer request would exceed the transfer limitations set forth in this Agreement in any statement period, Unitus may refuse or reverse the transfer and Unitus may impose a charge.

Unitus may set other limits on the amount, type, or frequency of any electronic transaction and you will be notified of those limits. (For savings and money market accounts, please see the Membership and Account Agreement for an explanation of withdrawal restrictions imposed by federal regulation; for uOnline and Telephone Express Teller, please go to [www.unitusccu.com](http://www.unitusccu.com)).

#### **F. Right to Receive Documentation of Transfers**

- a. Periodic statements: You will receive a statement monthly unless there is no EFT in a particular month. In any case, you will receive a statement at least quarterly.
- b. Preauthorized credits/direct deposits: If you have arranged to 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 find out whether or not the deposit has been made by calling the telephone numbers listed at the bottom of this document.
- c. Terminal receipt: You can get a receipt at the time you make any transfer of more than \$15 to or from your account at an ATM. However, this receipt is not final since each transaction is subject to verification. If the receipt and our records conflict, our records will control the verification.

#### **G. Preauthorized and Automatic Transfers**

Preauthorized EFTs may be made by depositing funds directly to your Unitus deposit account from a third party (for example, your employer, Social Security, or another financial institution), or by withdrawing funds from your Unitus deposit account in order to pay a third party or send money to your accounts at other financial institutions (for example, recurring electronic payments made through the ACH network).

The term "pre-authorized EFT" does not include transactions initiated by check, draft, or similar paper instrument, individual transfers we initiate under an agreement with you, but without your specific request (for example, automatic savings deposits, checking account overdraft transfers, or loan payments to us), or wire transfers.

The following conditions apply to preauthorized and automatic transfers:

- a. Preauthorized direct deposits: upon our receipt of appropriate instructions, Unitus will accept electronic deposits into your deposit accounts.
- b. Stop payment requests on recurring preauthorized payments to third parties: If you have arranged in advance to make recurring electronic funds transfer payments out of your account(s) for money you owe others, you may stop payment of these pre-authorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer, and provide us with sufficient information to identify the specific transaction you wish to have stopped.

We may require written confirmation of the stop payment order to be made within fourteen (14) days of an oral notification. If a written confirmation is required, we will disclose this requirement together with the address to which the confirmation should be sent at the time of the oral notification. If we require written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or actual damages.

- c. If your recurring EFT payments to third parties may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when the payment will be made and how much it will be. Unless Unitus is the person you are going to pay, we will be unable to make this notification to you. Please note that even if Unitus is the person you are going to pay, if the payment is being made under an agreement with you providing that we may initiate the EFT without a specific request from you, we are not required to provide the advance notification.

#### **H. Our Liability For Failure To Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or actual damages. However, there are some exceptions. For example, we will not be liable under these circumstances:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the limit of your Check Protect or overdraft protection coverage;
- If you used the wrong access code or you used an access code or card in an incorrect manner;
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash;
- If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- If we have reason to believe the transaction may not be authorized by you;
- If any required documentation has not been presented;
- If the information provided by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction;
- If the money in your account is subject to legal process or other claim;
- If we process your payment transaction in a timely manner but the payee rejects your payment or fails to process it in a timely manner;
- If you fail to follow service instructions on how to perform a transaction;
- If your account has become dormant, in which case we may terminate your card or access code to that account;
- If your account is frozen or has been revoked because of a delinquent loan;
- If your card or access device has been revoked due to inactivity or at our discretion;
- If the transaction cannot be completed because your card is damaged, or the ATM captures or retains your card; in which event you may contact Unitus about its replacement.

#### **I. Account Information Disclosure**

We will disclose information to third parties about your account or the transfers you make as outlined in the Unitus Privacy Policy Statement for consumers.

#### **J. Electronic Check Transactions**

You authorize us to honor any electronic check conversion transaction and to re-present check fee debit transactions (electronic check transactions) as we deem appropriate. You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions. However, you remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement under the terms defined elsewhere in this Agreement.

#### **K. Security of PIN/Access Codes**

All access codes issued to you are for security purposes. The access codes are confidential and should not be disclosed to third parties or recorded on or with your card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone. If you authorize anyone to use your access codes, Unitus will act under the presumption that the authority you granted shall continue until you specifically revoke such authority by notifying Unitus in writing and we have had sufficient time to take action. If you fail to maintain the security of these access codes and Unitus suffers a loss, we may presume that you granted the authority to access your account and you may be held responsible for the loss; we may also terminate your ATM and/or account services immediately.

## **L. Error Resolution Procedure**

In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in section C (above) as soon as you can. (For any errors involving a line of credit account, you must review the Agreement for that account for a description of your rights). We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

You must provide the following information:

- Tell us your name and account number;
- Describe the transfer you are unsure about, and include to the extent possible, the type and date, 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 ten (10) business days, at the address listed in this Agreement.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you within two (2) business days after providing the provisional credit in the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point of sale card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been open less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

If we determine that no error occurred or an error occurred in a manner or amount different from that described by you, the results of our investigation are available to you, and at your request will be delivered or mailed along with the documents that we relied upon in making this determination (to the extent possible without violation of privacy laws and regulations). We will notify you of the date and amount we will debit your account. Further, we will honor drafts or similar instruments payable to third parties and preauthorized transfers from your account for five (5) business days after the notification (without charge, if they would result in an overdraft). However, we will only honor items that would have been paid if the provisionally credited funds had not been debited.

## **M. Fees and Charges**

There are certain charges for electronic fund transfer services as set forth on the Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, the ATM operator or an ATM network utilized for such transaction may charge you an ATM surcharge. The ATM surcharge will be debited from your account if you elect to complete the transaction.

Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is:

- i. 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, plus or minus any adjustment determined by Unitus, or
- ii. The government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment determined by Unitus.

## **N. Termination of EFT Services**

Unitus reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any access device, debit or ATM card it deems necessary without prior notice to you. The access

device, debit or ATM card at all times remains the property of Unitus. Upon termination of this Agreement, you agree to surrender your access device, debit or ATM card to Unitus. If the card is lost or stolen, you agree to notify Unitus immediately upon discovery of such loss or theft. Unitus may terminate your rights without prior notice to you in the event that any of the following conditions occur:

- You, or any authorized user of your card, access device, PIN or access code breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your accounts or access devices;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement;
- Three or more overdrafts occur as a result of nonsufficient or unavailable funds on an account;
- Any transaction on your accounts which results in a monetary loss to Unitus;
- Your delinquency on any loan or Visa credit card account with Unitus;
- Forced closure of any of your accounts at Unitus due to misuse; or
- Any other situation in which Unitus deems revocation to be in its best interest.

Unitus reserves the right to amend, modify, revoke, or cancel the terms of this Agreement or any transaction services contemplated herein. If applicable law requires notification, notice will be mailed to you at the address shown on Unitus' records. It is the obligation of each member to update any new address. Any revised, amended, or modified conditions, rules, and/or regulations shall be effective at the earliest date allowed by law.

You can terminate this Agreement by notifying Unitus in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### **O. ATM Safety Notice**

Our network of automated teller machines (ATMs) offers you the convenience of 24-hour access to your money. Every effort has been made to provide you with safe, well-lighted locations. The following safety guidelines are a reminder of things you can do to help us protect you and your ATM card:

- Be aware of your surroundings, particularly at night. Consider having someone accompany you when the ATM machine is used after dark.
- 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.
- Refrain from displaying your cash at the ATM machine. 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.
- If you notice anything suspicious at the ATM machine, consider using another ATM machine or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

Although the number of ATM crimes is very low, we urge all our members to follow these simple safety rules for the protection of you and your card while you continue to enjoy the convenience of the automatic teller machines.



Email:

[mail@unitusccu.com](mailto:mail@unitusccu.com)

Phone:

503- 227-5571 Or

Toll Free 1-800-452-0900

Mail:

Unitus Community Credit Union  
PO Box 1937  
Portland OR 97207

Website:

[www.unitusccu.com](http://www.unitusccu.com)