

## VISA DEBIT CARD AGREEMENT AND EFT DISCLOSURE

### Introduction

This Agreement covers your VISA Debit Card issued by United Trades Federal Credit Union. In this Agreement, the term “card” means the VISA Debit Card services as approved for you by the Credit Union. The term “check” and “checking account” used herein mean a share draft and your share draft account respectively. The words “you” and “yours” mean those who sign as applicants, any authorized users, or the person whose name is embossed on the card. The words “we” and “our” mean United Trades Federal Credit Union, (“Credit Union”).

### Services

VISA Check: You may use your card to purchase goods and services anywhere your card is honored by participating VISA merchants. Funds to cover your card purchases will be deducted from your checking account.

ATM: You may use your card and Personal Identification Number (PIN) in automated teller machines that display the VISA logo to withdraw cash from your checking account. You may also use your card and PIN at ATMs displaying the PLUS, NYCE and Co-op Logos.

### 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. An ATM terminal can be used without the assistance of another person and the use of a PIN is required to complete the transaction.

There are two types of POS transactions. The first type utilizes special store terminals at which payment for purchase can be made (POS/PIN). POS/PIN terminals are used with the assistance of a retail store clerk or other operator and requires the use of a PIN. All such persons are agents of the merchant and not of the Credit Union. The second type of POS does not require the use of a PIN. The POS transaction is made by presenting your 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.

## Service Limitations

VISA Check: There is no limit on the number of purchase transactions you may make by debit card during a statement period. For security reasons, the maximum amount of all PIN purchase or ATM transactions in one day (12:30am to 12:30pm Pacific Standard Time) is \$1,000.00. The maximum amount of all Signed purchase transactions in one day is \$3,000.00. Contact the credit union prior to larger purchases for a temporary increase. No purchase may exceed the available funds in your account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request and access your overdraft protection account or may terminate all services under the agreement. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below the required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of the transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

ATMs: You may withdraw up to \$1,000.00 or the maximum allowed at an ATM (if there are sufficient funds in your account) per day (12:30am to 12:30am Pacific Standard Time) at any authorized ATM (less any PIN purchase transactions). For the purpose of determining whether this limit has been reached. You are allowed three (3) attempts to enter the correct PIN at an ATM, on the fourth failed attempt in any one business day the ATM is authorized to retain your VISA Debit card.

## Fees and Charges

We impose the following fees and charges for debit and/or ATM transactions or the right to make debit and/or ATM transactions:

Plastic Cards – Each replacement card will be charged per the current Fee Schedule regardless of the reason. Cards issued at expiration will not be charged.

PIN Replacement – Each replacement PIN (Personal Identification Number) will be charged per the current Fee Schedule regardless of the reason. This amount includes a replacement card if needed.

Overdraft Transfers – Overdraft transfers from a share/savings account will be charged per the credit union's Fee Schedule. Overdraft transfers from a line of credit loan will be charged per the credit union's Fee Schedule.

Automated Non>Returns – An ANR charge as disclosed in the current Fee Schedule may be assessed against your account if your transaction(s) exceed the balances in your draft/checking account, overdraft protection accounts and your established credit limit.

Collection Costs – We may pay someone else to help collect your account if you do not pay. You agree to pay us that amount. This includes all collection costs, court costs, disbursement and reasonable attorney fees, whether or not there is a lawsuit, including fees on appeal.

Research and Copy – If you ask us to examine your account or provide copies of documents, except in resolution of a billing error, we may charge you: for each copy of a sales draft, per page for transaction histories or statement copies, and per hour research as disclosed in the current Fee Schedule.

### Security Interest

To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchased under this account. If you default, we have the right to recover any of these goods which have not been paid for through our application of payments. If you sign the application, you grant us a security interest in all existing and future funds in your Share/Savings, Draft/Checking, and/or Certificate Accounts with the Credit Union. You agree that collateral securing other Credit Union loan accounts will also secure your VISA Debit Account.

### Liability

If a card is issued to you and others in a joint application, each use of the card shall be a debit or extension of credit to all, and each of you shall be jointly and severally liable. If you allow anyone else to use your card, you will be liable for all debts or extensions of credit to such person.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

Your billing rights: KEEP THIS NOTICE FOR FUTURE USE. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OUR RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT.

Notify us in case of errors or questions about your statement or bill. If you think it is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet and mail to:

UNITED TRADES FEDERAL CREDIT UNION

PO BOX 2293

TUALATIN, OR 97062

PHONE: (503)-283-5193

Write as soon as possible. We must hear from you no later than 60 days after the date appearing on the first statement or bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on each amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

#### Restricted Transactions

A VISA check card cannot be used for any illegal transaction or any gambling transaction.

#### Card Security

Activation – Card activation is provided by the Credit Union to prevent unauthorized usage of your card PRIOR to receipt of the card by you. Until you receive and activate your card using the pre-authorization code, your VISA debit card will be blocked from making any transactions. You agree not to disclose to unauthorized persons your card activation code.

PIN Security – You agree not to disclose or otherwise make your card or PIN (Personal Identification Number) available to anyone without prior written consent of the Credit Union. You also agree not to write your PIN on your card or keep it in the same location as your card. If the PIN security for your card is not maintained, the Credit Union will reserve the right to terminate any services or future services relating to account access via the VISA debit card.

Loss or Theft of Card – You agree to notify us immediately of the loss, theft or use without your permission of any Card or other device which we supply to you. **YOU MAY BE LIABLE FOR THE UNAUTHORIZED USE OF YOUR CARD.** You will not be liable for unauthorized use if you notify us orally or in writing of the loss or possible unauthorized use immediately upon discovery UNLESS you have been grossly negligent or fraudulent in the handling of the account or card. To report your card lost or stolen contact:

United Trades FCU, PO Box 2293, Tualatin, OR 97062

Phone – (503)-283-5193

Call anywhere in the United States (800)- 559-8969 to report a lost or stolen card.

#### Your Right to Receive Documentation of Transactions

Terminal Transactions – You will get a receipt at the time you make any transactions to or from your account using a terminal in the United States authorized for use by the Credit Union.

Pre-Authorized Credits - If you have arranged to have recurring direct deposits made to your account at least once every 60 days, you can call us at (503) 283-5193 to find out whether the deposit has been made. For your protection, we may require identifying details about your account before we provide you this information.

Periodic Statements – You will get a monthly draft/checking account statement unless there are no transactions or transfers in a particular month.

#### Cardholder Responsibility

By authorizing use of your VISA Debit Card you agree: 1) to pay debits and amounts borrowed under this agreement, plus any finance charge or any other amounts due according to the terms and conditions of the agreement; 2) to abide by the rules and regulations as from time to time amended for the credit union, VISA and ATM systems relating to the use of this card; 3) that the Credit Union and the ATM systems may follow all instructions given to the machines; 4) that the card is the property of the Credit Union and will be delivered to the Credit Union immediately upon request. Failure to do so shall result in a capture fee assessed by our assigns and disclosed in the Fee Schedule; 5) the use of the card may be determined or restricted by the Credit Union at any time without notice; 6) the personal identification number (PIN) is confidential and you agree not to disclose it to third parties, record it on your card, or store it in the proximity of your card, disguised or otherwise. If you do not maintain the security of your PIN, you may be liable for any unauthorized PINned transactions.

#### Business Days

For the purpose of any notice to us under the agreement, our business days are Monday through Friday, except Holidays.

## Credit Union's Liability for Failure to Complete Transactions or Transfers

If we do not complete a transaction or 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 damages. However, there are some exceptions.

We will not be liable, for instance:

- a) If through no fault of ours, you do not have enough money in your account to make a transfer;
- b) If the transfer will go over the credit limit on your line of credit account or if your agreement has been terminated;
- c) If the authorized terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- d) If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money on the account;
- e) 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;
- f) If you have told us that your Card was lost or stolen and that you believe someone else has obtained your PIN;
- g) If an employee of a merchant does not properly handle a Card transaction at a terminal;
- h) If, in the case of a pre-authorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount;
- i) If circumstances beyond our control (such as a disaster) prevent the transaction or transfer, despite reasonable precautions we have taken;
- j) If the automated teller machine where you are making the transaction does not have enough cash.

There may be other exceptions stated in our agreement with you.

## 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 also cancel your privilege to use the Card and PIN, even without telling you in advance. If we do this, you must 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 also 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.

### Indemnity

If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.

### Waiver

Any waiver of any term or condition stated in this agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

### Severability

In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

### Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Oregon and local clearing house rules, as amended from time to time. Disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

### Enforcement

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on an account accessed under the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it will be filed and heard in the county in which the Credit Union is located, if allowed by applicable law.

### ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) 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 please step back before you complete your transaction.
- d) Refrain from displaying your cash at the ATM. 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 Deposit Facility, consider using another ATM or come 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.
- f) If you are followed after a transaction, go to the nearest public area where people are located.
- g) Do not write your personal identification number (PIN) or code on your card.
- h) Report all crimes to law enforcement officials immediately.