



## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT**

**The following will tell you about rights and responsibilities, yours and ours, when you use Electronic Funds Transfer (EFT) services offered or accepted by Valley Oak Credit Union. Please read the following carefully and retain a copy with your Credit Union records.**

You agree that the retention and use of any plastic card, confidential Personal Identification Number (PIN) or other access device that VOCU issues to you will be subject to the following terms. In the Agreement, "you" and "your" refer to any and all persons who have applied for and been issued any of the electronic services included in this agreement and any related PIN. "We", "us" and "our" refer to VOCU. "Checking account" refers to VOCU share draft accounts. "Savings account" refers to VOCU share accounts.

By initiating inquiries and/or funds transfers through VOCU's EFT services, you acknowledge receipt of this Agreement and Disclosure and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in our other agreements with you governing your checking, savings, and loan accounts accessible in connection with this service. The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other share accounts and credit agreements, including all such disclosures made pursuant to such agreements you have with the Credit Union.

**Electronic Funds Transfer Services.** The following services are offered or accepted by VOCU and allow you to access your Credit Union account 24 hours a day, 7 days a week.

- a. **Automated Teller Machines (ATMs).** VOCU's Visa Debit Cards can be used at VOCU owned ATMs and similar facilities around the country. Any ATMs and facilities displaying the logos that are shown on your card and other such machines or facilities, as we may designate, are part of VOCU's extensive network.
  - o Withdraw cash from your checking, savings, or consumer line of credit account;
  - o Make deposits to your checking or savings account;
  - o Initiate funds transfers between your checking, savings, consumer line of credit or overdraft line of credit loan established under the same primary account number;
  - o Access your overdraft line of credit or savings account to cover overdrafts on your checking account;
  - o Gather account information.
- b. **Point of Sale Terminals.** If you have a checking account with us you may use a VISA Debit Card and Personal Identification Number (PIN) to purchase groceries, merchandise and gas at any location displaying the Plus, AMEX, Exchange, Instant Teller, COOP or STAR© logo.
- c. **Other Debit Transactions.**
  - o The Check Card bears the VISA logo but it is not a credit card.
  - o The check card enables you to authorize the Credit Union to make payments from your Credit Union checking account without writing a check. You can use the card to pay participating merchants for goods or services, either through a point-

Reviewed 12/2017

Last Reviewed 04/2011



- of-sale terminal or by a signature transaction. You can also use it to obtain cash from ATMs displaying any of the network logos pictured on the back of your card.
- o You may also obtain cash advances from your checking account using your VISA Debit Card at financial institutions participating in the Visa program.
  - o Use of the card authorizes the Credit Union to charge your checking account for the full amount of the transaction plus any applicable service fees.
- d. **Overdraft Line of Credit.** If you have an Overdraft Line of Credit, you are also requesting Debit Card access to your line of credit by overdraft protection transfer.
- e. **Audio Response Access (HOME BANKING).** Audio Response Access is VOCU's service that allows you to access the following services: **HOME BANKING does not provide access to Visa Credit Card accounts.**
- o Withdraw funds from your checking, savings;
  - o Initiate funds transfers between your checking, savings, under the same primary account number, or linked accounts;
  - o Make loan payments on your account;
  - o Find out which checks have cleared;
  - o Verify your account balances.
- f. **Automated Clearing House (ACH) Deposits and Withdrawals.** ACH allows you to establish preauthorized deposits and withdrawals from your VOCU account. This service allows you to pay or receive recurring payments.
- g. **Electronic Checks.** E-checking may be available. An e-check is a regular paper check you write, usually to a retail merchant, who converts the check into an electronic funds transfer at the point of sale.

**Issuance and Confidentiality of Your Personal Identification Number (PIN).** For purposes of this section, the words Personal Identification Number (PIN) shall also mean "Password".

- a. **Visa Debit Card.** We will issue a confidential PIN for access to Visa Debit Card. You will need to setup/ customize your Debit Card PIN by calling the 800 number on the sticker on the front of your new card.
- b. **PIN Security.**
- Your PIN is confidential and should NOT be disclosed to others or recorded on your plastic cards or records located on or around your cards or personal computer. Safeguard your PIN by keeping it a secret and storing it in your memory only.
  - You agree not to disclose or otherwise make your PIN available to anyone not authorized to conduct any transaction on your account that you could conduct yourself.
  - If you authorize anyone to use your PIN that authority shall continue until you specifically revoke such authority by changing the PIN or by notifying the Credit Union and obtaining a replacement PIN.
  - You understand that if you reveal you're PIN to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the PIN, regardless of whether that person is authorized to transfer or



withdraw funds from the account(s) by any means other than by use of any VOCU electronic services.

- If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we reserve the right to terminate electronic services to you under this Agreement and Disclosure as well as other Credit Union deposit and loan services.

**Limits on Services.** The following limitations for dollar amounts and number of transfers may apply in using the services listed above:

a. **Dollar Amounts:**

- **ATM Transactions.** Your daily cash withdrawal limit ranges from \$500 to \$1,000 per day based upon your approval limits. This includes the combination of savings or checking withdrawals.
- **Transfers at POS Terminals.** The maximum amount you may purchase through POS transactions ranges from \$500 to \$2,500 per day, based on your approved limits. This includes POS purchases from ATMs (i.e. Travelers Cheques, postage stamps, etc.), as well as with participating merchants, (i.e. grocery stores, gas stations, etc.).

- b. **All ATM or VISA Debit Card Transactions.** The total amount of purchases and cash advances you may make using an ATM or Visa Debit Card is limited by the available balance in your checking account, plus any funds available through the automatic overdraft protection plan, less any outstanding checks, items or ATM Visa Debit Card authorizations not yet received or processed by us.

- c. **Limit on Number of Non-Personal Transfers from Non-Transaction (Savings) Accounts.** Federal regulation requires that during any monthly statement period, you may not make more than six transfers from any savings account to another of your Credit Union accounts, or to a third party, by means of electronic transfer via Online Access, HOME BANKING, preauthorized or automatic transfer or facsimile machine. Transfers to make payments on your loans at the Credit Union or withdrawals by check are excluded from this limitation. There is no limit on the number of non-personal transfers or withdrawals you can make from your checking accounts nor is there a limit on the number of non-personal transfers you can make into your savings accounts.

- d. **Prohibited Transactions.** You agree that you will not use or allow your VISA Debit Card to be used for illegal transactions such as illegal gambling. If we reasonably believe a transaction is unlawful we have the right but not the duty to decline it. Display of a VISA logo by a merchant does not necessarily mean that the transaction is lawful. Responsibility for determining the legality of your VISA Debit Card transactions rests with you, not with us. The actual or alleged illegality of an authorized transaction will not be defense to your obligation to pay.

e. **Stop Payments.**

- You may not stop payment on any POS transfer or other ATM or VISA Debit Card transaction once you have completed your transaction with the merchant.
- A Stop Payment order cannot be placed once a home banking transfer has been initiated by you and accepted by the system. If you have made a transfer in error,



you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected when made as transfer/payments to closed-end loan accounts or on withdrawals in which a check is issued to you. Contact the Credit Union if you require reversal of these transactions or need additional assistance.)

- f. **Foreign Transactions.** Purchases and other transactions 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 (U.S. dollars) will be (a) a rate selected by VISA from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Credit Union. An international transaction fee of up to 1% of the transaction amount will apply.

**E-Mail Capabilities and Limitations.** The Credit Union will not immediately receive and review E-Mail messages that you send and will NOT process any request for a funds transfer received via E-Mail.

Further, the Credit Union may not act upon requests where the Credit Union would normally require written notification or your authorizing signature, without first confirming the authenticity of the E-Mail request/notification via telephone. These may include the following:

- Stop payments,
- Requests for replacement PINs,
- Reports of lost or stolen PINs or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" for appropriate action),
- Reports of lost or stolen ATM or VISA Cards.

In some instances, written confirmation reflecting your authorizing signature may still be required. The Credit Union will not take action based on other E-Mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

**Fees.** We will charge you for each transfer, withdrawal, and balance inquiry you make at an ATM not owned by VOCU (or part of the Co-Op network). Fees are listed in the VOCU Schedule of Fees which is incorporated by reference.

When you use an ATM not owned by VOCU, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**Non-Sufficient Funds Transactions.** A NSF fee as shown on the Schedule of Fees will be charged to your account for every non-sufficient fund POS or ACH withdrawal transaction. We may consider paying your POS or ACH NSF items through our Overdraft Program. Overdraft means that we may, at our sole discretion, pay an item over the amount available in your checking account in anticipation that you will make the immediate deposit to bring your checking account to a positive balance. The NSF fee will be charged regardless of whether the

Reviewed 12/2017

Last Reviewed 04/2011



NSF transaction is paid or not. Overdraft is a member service and we are under no obligation to pay items when your account has non-sufficient funds, even if previous NSF transactions were paid.

**Receipts, Statements and Notices.** You will receive receipts, statements, and notices, according to the type of service you use, so you'll have a record of your electronic funds transfers.

- a. **Receipts.** A receipt will be made available when any ATM, POS or other debit transaction identified in this document is completed. Keep the receipt for your records. If you opt not to receive a receipt, your only record of the transaction will be your monthly account statement.
- b. **Pre-authorized Transfers.** You can use HOME BANKING, Online Access or call us at the numbers listed in the section "How to Contact Us" to find out whether or not the deposit has been made.
- c. **Periodic Statements.** You will be mailed a monthly account statement if using any EFT services. At your option, you may sign up for eStatements which will provide you with electronic instead of paper account statements. You must have Online Access and e-Mail Services to sign up for eStatements.
- d. **Notices.** Any notice required or appropriate will be sent to the address on record at VOCU or may be provided electronically if you have elected to sign up for our eStatement service. Notices may be included with account statement, VOCU publications, or other VOCU mailings.

**Stopping Pre-authorized Transfers, Reporting Errors or Questions.** To stop payment of a pre-authorized transfer from your account, to report errors and to ask other questions, call us at the numbers listed in the section "How to Contact Us."

- a. **Stopping Pre-Authorized Transfers.** In order to stop a preauthorized debit or credit transfer, you are required to contact the originator of the transaction. Then call or write us using the telephone number and address given in the section "How to Contact Us," in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing to be received within 14 days after you call. A fee will be assessed for each stop payment request. (See current Schedule of Fees.) The fee will be debited from your checking account. If you follow these instructions, and we are unable to stop the preauthorized debit or credit transfer, we will be liable for your losses or damages in accordance with the law.
- b. **Errors and Questions.** If you think your account statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt call or write us using the telephone number and address given in the section "How to Contact Us." We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.
  - Tell us your name and account number.
  - Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Reviewed 12/2017

Last Reviewed 04/2011



- Tell us the dollar amount and the date of the suspected error.

If you tell us verbally, we may require that you send us your complaint or questions in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account. For errors involving new accounts, Point of Sale (POS), foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If, after our research, we determine that there is not an error, we will send you a written explanation within three (3) business days after we finish our investigation. We will debit the provisional credit. You may ask for copies of the documents that we used in our investigation.

If you use your ATM card or other access device for direct access to your consumer line of credit, the procedures for resolving errors are those disclosed in our Master Loan Agreement and Disclosure.

**Disputes with Merchants Concerning Goods & Services.** You agree to indemnify the Credit Union and hold it harmless from any and all claims, damages or liability related to merchant disputes.

**Loss or Theft of Your Card or Unauthorized Use of Your Account through Electronic Means.** If you believe your card(s), Personal Identification Number (PIN), or password has been lost or stolen, contact us immediately, any time of day and any day of the week. If you believe that someone has withdrawn or may withdraw money from your account without your permission, contact us immediately.

***How to Contact Us.***

Call us at (559) 561-4473 or  
Toll free at 800-561-4302  
Member Service Center Hours  
9:00 a.m. - 5:00 p.m. Monday – Thursday  
10:00 a.m. – 6:00 p.m. Friday

**Evening or Weekends**

For lost, stolen or unauthorized use of an Visa Debit Card  
888-241-2510 within the U.S.  
909-941-1398 outside U.S.  
For lost, stolen or unauthorized use of a Visa Credit Card  
800-543-5073



Write us at  
Valley Oak Credit Union  
P.O. Box 279  
Three Rivers, CA 93271-0279

**You're Liability for Lost/Stolen Cards or Password.** Tell us AT ONCE if you believe your card(s), Personal Identification Number, or password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit) if you fail to notify us immediately.

**a. Liability for Unauthorized Use of all Electronic Services except VISA Debit Cards.**

- If you tell us within two (2) business days of learning that your card was lost or stolen, you can be held responsible for no more than \$50.
- If you do NOT tell us within two business days after you learn of the loss or theft and we can prove we could have stopped someone from using your EFT services without your permission if you had told us, you could be held responsible for as much as \$500.
- If your account statement shows a transfer which you did not make, again, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.
- If a loan account is accessed indirectly via an overdraft protection advance due to an unauthorized overdraft on your checking account, the points above will govern your liability. If your electronic access device is used for direct access to your consumer line of credit, the procedures for resolving errors and your liability limits for unauthorized use are explained in your Master Loan Agreement and Disclosure.

**b. Liability for Unauthorized VISA Debit Card Transactions.**

- You agree to report the loss, theft or possible unauthorized use of your card promptly by calling us or writing to us as shown in the "How to Contact Us" section. Calling is the best way to keep losses down. Per VISA operating rules, you will generally have no liability for unauthorized use of your card. However, it benefits all Credit Union members if losses due to unauthorized use claims are kept to a minimum.
- The zero liability rules do not apply to certain point-of-sale and ATM transactions as set forth in VISA operating rules. If the unauthorized use of your VISA Debit Card occurs at a point-of-sale terminal or ATM and VISA operating rules state that you may be liable for the unauthorized use, your liability is determined as follows: (1) you are not responsible for unauthorized use of your card or PIN that occurs after you report the loss or theft to us. (2) If you report the loss or theft of your card or PIN to us within two business days, your liability is limited to \$50. (3) If you wait more than two days to report the loss of theft of your card or PIN, you could be liable for up to \$500 in unauthorized use if we can prove that we could have stopped the unauthorized use of your card or PIN if you had told us sooner. (4) You must report unauthorized use of your card or PIN within 60 days



after we sent you the first statement on which it appeared. If you wait more than 60 days, you may be responsible for any unauthorized use that occurs after the end of the 60-day period, if we can prove that we could have stopped the unauthorized use if you had told us sooner. This means that you can lose all of the money in your accounts and your maximum overdraft line of credit. If a good reason, such as a long trip or a hospital stay prevented you from reporting the loss, theft or unauthorized use of your card or PIN, we may extend the time periods.

### **VOCU's Liability If Transfers or Transactions Are Not Made as Agreed.**

1. **Exceptions.** If we do not properly complete a transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

#### **We will not be liable if:**

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- You are in default on an account where you are attempting a transfer.
- The transfer exceeds the limit on your consumer line of credit.
- Your card was reported missing and we have blocked the account.
- The ATM where you are making the transaction does not have enough cash.
- The terminal was not working properly and you knew about the breakdown when you started the transfer.
- The money in your account is subject to legal process, an uncollected funds hold or is otherwise unavailable for withdrawal.
- There are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.

In no event will the Credit Union be liable for consequential indirect costs or damages.

- a. **We will follow your instructions.** The Credit Union will carry out instructions given to the ATM or other access device by the member or authorized party. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save the Credit Union harmless from all costs, claims, damages or liabilities which we sustain as a result of carrying out instructions received through any electronic access device by you or any authorized parties in a reasonable manner. If the transaction results in your being indebted to the Credit Union, you agree to repay to us any sum you owe us. You agree to pay to us all costs we incur in attempting to collect such sums from you, including our reasonable attorney's fees and court costs if we have to file a lawsuit against you, proceed against you in bankruptcy court, file an appeal, collect a judgment we have obtained against you, or otherwise take legal action to collect what you owe us.
- b. **ATM Safety.** You should exercise discretion in your use of ATMs. The Credit Union is not responsible for the wrongful acts committed by anyone who is not an authorized agent or employee of the Credit Union regarding your use of ATMs. Report all crimes to





local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

**System Unavailability.** Access to EFT services may be unavailable at certain times for the following reasons:

- a. Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades;
- b. Unscheduled Maintenance - EFT services may be unavailable when unforeseen maintenance is necessary; or,
- c. System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability.

The Credit Union will make all reasonable efforts to ensure the availability of EFT services. However, the Credit Union is in no way liable for the unavailability of EFT services or any consequential damages that may result.

**Disclosure of Account Information.** We regard your business with us, and information about your account, as confidential. However, VOCU may disclose information to third parties regarding your account or transfers only:

- a. With your written permission;
- b. To administer the products & services we provide;
- c. As required or permitted by a lawful request;
- d. To third parties that have a legitimate need for the information such as credit bureaus;
- e. When we partner with other businesses to offer a broader array of products and services.

**VOCU's Business Days.** Our business days are Monday through Friday. Legal holidays are not included.

**Funds Availability and Accrual of Dividends.** Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our Funds Availability Policy. Dividends begin to accrue on the effective date of the transfer.

**Termination of This Agreement.**

VOCU can change the terms of this agreement by providing 21 days advance written notice to you at your last known address in our records.

VOCU can terminate this Agreement and your use of EFT services without prior notice if any of the following occur:

- a. You or any authorized user of your EFT services breaches this or any other agreement with VOCU;
- b. We have reason to believe that there has been or may be unauthorized use of your Debit card or PIN;



- c. There are conflicting claims to funds in your account(s);
- d. You or any authorized signer on your account asks us to do so. Whether you or the Credit Union terminates this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination. You agree to return any access device VOCUS has issued to you upon termination of this Agreement by you or by us.

### **Precautions When Using ATMs or Related Devices.**

#### **ATM Safety:**

- Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.
- Bring a friend when using an ATM or night deposit facility after dark.
- Be prepared. Have your card ready before approaching the ATM.
- Shield the ATM keyboard with your body so others cannot observe you entering your Personal Identification Number (PIN).
- Cancel the transaction and put away your card if a suspicious situation develops.
- Put away your money and receipt right after the transaction is complete. Count the cash later.
- If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

#### **ATM and Visa Debit Card Tips:**

- The Visa Debit Card bears the VISA logo but it is not a credit card. This card will access your checking account with a PIN or signature depending upon the circumstances.
- Treat your VISA Debit Card like cash.
- Memorize your PIN. Never write it on your card or on anything you carry with your card.
- Never tell your PIN to anyone.
- Be wary of giving out account information over the phone.
- Don't withdraw money for an "official" person. No official would ask you to withdraw money for any reason.
- Keep your transaction receipts and verify each one against your statements. If you find an unexplained transaction, notify the Credit Union immediately.
- Report a lost or stolen card to the Credit Union as soon as you discover it is missing.