

## **ELEVATIONS CREDIT UNION ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURE**

This Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered to you by Elevations Credit Union ("the Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, or joint owners, or sign a Card or use an electronic funds transfer service, or any authorized users. The words "we," "us," and "our" mean the Elevations Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Membership and Services Application, signing or using a Visa Debit/Check Card, Point of Sale (POS) ATM Card, or Buff OneCard (activated by the Credit Union to use at ATMs and at STAR merchants), submitting your online acceptance, or using the automated phone banking or online banking) services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. This Agreement does not cover: Business Debit Cards refer to the Business Debit Card Agreement and Disclosures; or Health Savings Debit/Check Cards refer to the Health Savings Card Agreement and Disclosures.

This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties including but not limited to NACHA's (The National Automated Clearing House Association) Operating Rules and VISA Operating Rules which agreements will also be binding upon you and the Credit Union. Such third party agreements may include terms different from the terms herein including but not limited to different processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. These rules and various state laws shall also govern any ACH instructions you may give to the Credit Union in connection with the opening of any accounts or the funding thereof.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, electronic check transactions, Debit/Check Card transactions at automated teller machines ("ATMs"), online banking online transactions; Call 24 automated telephone transactions, Debit/Check Card and POS purchases involving your deposit accounts at the Credit Union.

### **1. Services.**

- a. Visa Debit/Check Card, ATM Card, and Buff OneCard. If we approve your application, you may use your Visa Debit/Check Card, POS/ATM Card or Buff OneCard and PIN access code in automated teller machines of the Credit Union, at any CO-OP Financial Services, PLUS, VISA, Cirrus, STAR, or Minibank System electronic terminal and such other machines or facilities we may designate from time to time. The Cards may be used to purchase goods and services at POS terminals any place your Card is honored by participating merchants. Funds to cover your Debit/Check Card or POS purchases will be deducted from your checking account. A Debit/Check Card or POS purchase may be declined if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. For a Debit/Check Card or POS purchase that has been authorized, if there are insufficient funds in your account at the time the transaction is processed by the Credit Union, the funds in your designated overdraft protection source may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account will be subject to a fee as set forth in the Fee Schedule. Additionally the Credit Union may thereupon terminate all services under this Agreement. At the present time, you may also use your Card to make the following ATM transactions on your accounts:
- Make deposits to your savings and checking accounts.
  - Withdraw cash from your savings and checking accounts, and overdraft line of credit source.
  - Transfer funds between your savings, checking, and overdraft line of credit source.
  - Obtain balance information for your savings or checking account.

- Transfer payments from your savings or checking to your designated overdraft line of credit source.
- b. Direct Deposit and ACH. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account may be covered by the overdraft protection source you selected if funds are available, and a fee may be charged as set forth in the Addendum to the Credit Agreement and Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Fee Schedule and may be returned to the payer. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). 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, or your participation in the initiation of the processing of an electronic check transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. This can also happen when you provide information from your check or an account to another by telephone, internet, or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4, Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
- c. Automated Phone Banking. If we approve the automated phone banking automated telephone access service for your accounts, you must use your PIN "access code" along with your account number to access your accounts. At the present time you may use the automated phone banking service to:
- Change your PIN, obtain balance, withdrawal, dividend, loan payoff, due date information, cleared check information on your accounts, order copy of statement or check, and additional account information at the Credit Union.
  - Transfer funds between your savings, checking, and loan accounts as allowed, including loan payments (except principal-only payments).
  - Request a check payable to you for mailing to your address on file from your savings or checking account.
  - Other transactions as offered and permitted in the future.
- d. Online Banking Services. Upon approval, you may use a computer to access your accounts. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to system maintenance. You will need a computer, an internet connection and a web browser (such as Netscape 7.2, Internet Explorer 6.X or higher) to access online banking. For a complete list of compatible browsers see ElevationsCU.com. The online address for the online banking service is ElevationsCU.com. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the online banking service to:
- Transfer funds within the same account between your Savings, Checking, any Money Market and Loan accounts, including making principal-only mortgage loan payments.
  - Initiate cross account transfers between your Savings, Checking, any Money Market and Loan accounts, including making principal-only mortgage loan payments.
  - Review account balance, and transaction history for Checking, Savings, Certificates, any Money Market and Loan accounts.
  - Change your Username, Password or electronic mail (Email) address.
  - Schedule your transfers: as immediate, recurring or future dated.
  - View or edit pending transfers, and view completed transfers.
  - Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
  - Make stop payment or address change requests and other transactions permitted by the Credit Union.

- Assign a nickname to your accounts to make them easier for you to recognize within online banking.
- View pending Elevations Debit/Check Card authorizations prior to them posting to your checking account.
- View copies of cleared checks.
- Access your eDocuments which include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, Credit Card over limit, late payment fee, change in terms etc.); and year-end tax statements.
- Access your monthly Visa Credit Card and FlexLine Plus billing statements.
- Receive account Alerts.
- Communicate with the Credit Union using the Email feature on our website at ElevationsCU.com or through the Secure Message Center on the Self Service menu in online banking.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

## 2. Service Limitations.

### a. Visa Debit/Check Card, POS/ATM Card, and Buff OneCard.

1. ATM Withdrawals. You are limited to withdrawing up to \$500 per day if there are sufficient funds in your account. If your Visa Debit/Check Card transaction overdraws your account, you may be charged a Visa authorization fee as set forth on the Fee Schedule. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and the screen will say "System Unavailable" when the machine is not in service.
2. Transfers. You may transfer between your regular savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.
3. Deposits. You may make deposits only at designated ATMs that accept deposits; refer to the Credit Union website to obtain locations for ATMs that accept deposits. There may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
4. Purchases. When you authorize a purchase with your signature from a participating merchant, and we have accepted it, an account hold is placed in the amount of the purchase that reduces your account balance eligible for withdrawal. When you authorize a purchase using your PIN "access code" the amount of the purchase is immediately deducted from your account. No purchase may exceed the available funds in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a 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 any 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.

- b. Automated Phone Banking Service Limitations. Your accounts can be accessed under automated phone banking via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. The audio response service is available for your convenience seven (7) days a week, 24 hours a day. This service may be interrupted for short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a savings or money market account. Transfers from a savings account made on automated phone banking will be counted as part of the six (6) transfer limit in any one month. No automated automated phone banking or other telephone transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a 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 any 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. There is no limit on the number of transaction requests you may make during a single phone call.

- c. Online Banking Service Limitations. The following limitations on online banking transactions may apply:
1. Transfers. You may make transfers to your other accounts as often as you like. For Savings or any Money Market Accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, online banking, or automated phone banking transfers to another account of yours or to a third party during any calendar month. Of these six (6), you may make no more than three (3) transfers to a third party by check, Debit/Check Card, or similar order. All Money Market Accounts are subject to additional account limitations and fees as outlined in the Truth and Savings Terms and Conditions Disclosure and Fee Schedule. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a 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 any transaction and you will be notified of those limits.
  2. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
  3. Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more, and are used to protect the Credit Union. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions.
  4. Secure Email. You may use secure Email available on our website at ElevationsCU.com or send us a message through the Secure Message Center in online banking. Email may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4
  5. Bill Pay Service. Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below.
    - i. Designated Accounts. You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. The following payments are prohibited: governmental agencies, tax payments, court ordered payments, and payments outside of the United States. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.
    - ii. Authorized Payments. When you transmit Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your online banking Username and Password can perform the following transactions:

- Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
  - Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.
  - Bill Pay Transactions. You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:
    - "One-Time" payments are payments that are not reoccurring. The payments can be canceled or changed through online banking up until our Cutoff Time of 1:00 a.m. Mountain Standard Time (MST) prior to processing the payment, either five (5) business days for paper check requests or three (3) business days for electronic payments.
    - "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through online banking up until our Cutoff Time prior to processing the payment, either five (5) business days for paper check requests or three (3) business days for electronic payments.
- iii. Delivery Time. Delivery time is set by the bill payment system. When you enter the due date, the system will automatically process the payment based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business days for processing and mail delivery. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a five (5) day lead-time prior to your due date.
- iv. Processing Payments. Bill Pay payments are delivered to the payee either electronically, or by paper check to those payees not set up to accept electronic payments. Electronic payments will be withdrawn from your account on the process date. Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the processing date for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the process date. If a payment is due on a Saturday, Sunday, or Federal holiday, the process date will be adjusted to allow the minimum required business days, either three (3) business days for electronic payments or five (5) business days for paper check payments. In these cases, you should plan to have a sufficient balance on the last business day before the process date in order to ensure your payment is made on time. For merchants not set up to accept electronic payments, a paper check will be issued five (5) business days prior to the due date and the funds withdrawn from your account upon presentment for payment. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should enter all Bill Pay instructions before the Cutoff Time (1:00 am MST) and allow sufficient delivery time. Payment instructions entered after the Cutoff Time or on a weekend or holiday will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization. The minimum dollar amount for a Bill Pay transaction is \$1.00.
- v. Canceling or Changing Payments. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a Bill Pay that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the Cutoff Time prior to processing the payment instructions. If your request is not entered timely, you will be responsible for the payment.

If a Bill Pay transaction has not been received by the payee at least five (5) Banking Business days after the date the payment was due to arrive and be posted, you may call the Credit Union at the telephone numbers set forth in Section 6 to request that the payment be researched. Payments may be stopped beginning fifteen (15) Banking Business days after the date that the payment was due to arrive and be posted at the Payee. You may request that the payment be stopped and reissued to the payee or stopped and no new payment issued. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

- d. **General Limitations.** The following limitations on electronic services from the Credit Union may apply.
1. **Availability.** Electronic Services are available seven (7) days week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available due to system maintenance.
  2. **Transaction Limits.** Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving an overdraft line of credit source account will be subject to your Loan Agreement and Disclosures, as applicable.
  3. **System Limits.** The automated phone banking and online banking systems will discontinue service after three unsuccessful login on attempts.
  4. **Right of Refusal.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a 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 any transaction and you will be notified of those limits.
  5. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to system processing and our Funds Availability policy.
  6. **Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make, including the amount that may be subject to these holds. Pursuant to the processing network's rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your Debit/Check Card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations). Note: Using your Debit/Check Card to settle your bill at departure should not subject you to these risks.

**3. Conditions of Account/Card Use.** The use of your Account and Cards are subject to the following conditions:

- a. **Ownership of Cards.** Any Card or other device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You agree not to allow another person to use your Card(s). You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- b. **Honoring the Card.** Neither the Credit Union, nor merchants authorized to honor a 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.

- c. Security of Access Code. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You agree **not to write** your PIN number on your Card(s). You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use automated phone banking and online banking offered by the Credit Union to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- d. International Transactions. If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, the charge will be converted into a U.S. Dollar amount. Visa processing rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions is:

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 receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer.

VISA imposes an International Service Assessment (ISA) fee of up to 1% on all Card issuers for all cross-border international transactions. For purposes of this fee, a cross-border transaction shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The ISA fee is charged directly to cardholders, and shall apply to all cross-border transactions regardless of whether actual currency conversion is involved. The Credit Union shall assess cardholders a 1% fee for all cross-border international transactions to reimburse the Credit Union for the VISA ISA fee it is required to pay for each of your transactions subject to these terms. The ISA fee will be shown separately on your periodic billing statement. The currency transaction fee, if it applies to the transaction, will be included in the transaction amount on your statement.

- e. Terminal Locations. The Credit Union reserves the right to add or delete ATM or other electronic terminal locations or other electronic banking devices it deems necessary.
- f. Inappropriate Transactions. You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits,

liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**4. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, POS/ATM or Debit/Check Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Visa Debit/Check Card, Elevations POS/ATM Card, or Buff OneCard, or access code and accessed your accounts without your authority. Telephoning immediately is the best way of keeping your possible losses down. The maximum liability for fraudulent transactions made with a PIN "access code" at an ATM or Merchant is \$50. Visa Debit/Check Card transactions not approved by a PIN might be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as Visa transactions. Visa Debit/Check Card transactions not approved by a PIN and processed through non-Visa Debit networks do not include the benefits provided by Visa (e.g. zero liability, \$50 consumer loss cap, provisional credit policies of Visa, and the Visa chargeback and dispute resolution). If there is an unauthorized Visa Debit/Check Card transaction made without a PIN "access code", and the transaction takes place on the VISA network, then your liability will be zero (\$0.00); if you notify us promptly of your lost or stolen Card, 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 EFT 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 or when your eStatement was made available for your review on our website, 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 may extend the time periods.

a. If you believe your ATM Card or Buff OneCard or access code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission :

Telephone: 303.443.4672 or 800.429.7626 (during business hours)

Email: available on ElevationsCU.com

Mail: Elevations Credit Union  
P. O. Box 9004  
Boulder, CO 80301-9004

b. If you believe your Visa Debit/Check Card has been lost or stolen:

Telephone: 303.443.4672 (during business hours), or 1.800.543.5073 (24 hours), or  
International lost or stolen call 727.570.4881 collect/

Email: available on ElevationsCU.com

Mail: Elevations Credit Union  
P. O. Box 9004  
Boulder, CO 80301-9004

**5. Non-Visa Network Transactions.** Merchants must provide you with a clear way of choosing to make a Visa Debit/Check Card transaction if they support PIN-less service. Please be advised that should you choose to use STAR, Plus, Master Card, Discover, Maestro, Discover, American Express or Cirrus when making a transaction without a PIN, different terms may apply and you may not be eligible for rewards. Certain protections and rights applicable only to Visa Debit/Check Card transactions as described in your cardholder agreement will not apply to transactions processed on non-Visa networks. Please refer to section 4. Member Liability of this agreement for more details..

**6. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**7. Fees and Charges.** There are no Credit Union charges for electronic funds transfers except bill payments and certain transactions at ATMs we do not own and your normal account charges will continue to apply. We reserve the right to institute charges in the future.

- a. Bill Payment. The monthly service fee for the Bill Pay Service is set forth on the Fee Schedule.
- b. ATM Transactions. Card withdrawals made by our members from our Credit Union owned ATMs are free. Refer to the Fee Schedule for all other charges related to ATM and Visa service fees. In addition, you should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment; you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. These surcharges will be included in the transaction amount posted to your account.
- c. Visa Authorization and Courtesy Pay Fees. There is a charge when there are insufficient funds in your account to process a preauthorized payment, ATM withdrawals, or Point of Sale Debit/Check Card transactions as set forth on the Fee Schedule.

**8. Right to Receive Documentation Transfers.**

- a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, automated phone banking or online banking, or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.
- b. Terminal Receipt. You may request a receipt at the time you make a transaction using an ATM or POS terminal or with a participating merchant.
- c. Automated Phone Banking and Online Banking. Transaction history is also available on automated phone banking and online banking.
- d. 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 inquiring through automated phone banking or online banking services. This does not apply to transactions occurring outside the United States.

**9. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated in the Elevations Credit Union Privacy Notice section of our Membership Booklet and on our website at: ElevationsCU.com. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express written permission.

**10. Credit Union 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, the Credit Union may be liable for your losses or damages. Our sole responsibility is for our own error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions which include the following:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your overdraft line of credit source, if applicable.
- b. You used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- c. The Card has expired, is damaged and cannot be used, or because your Card or PIN has been reported as lost or stolen.
- d. The automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- e. Your computer fails or malfunctions or the automated phone banking or online banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- f. Circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, and equipment or power failure) prevent making the transaction.
- g. The funds in your account are subject to an administrative hold, legal process or other claim.
- h. You have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- i. There are other exceptions as established by the Credit Union.
- j. The ATM or POS terminal may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.
- k. Through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. The error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

#### **11. Preauthorized Electronic Fund Transfers.**

- a. Stop Payment Rights. If you have arranged in advance to make fixed preauthorized transfers of funds out of your account(s) not using the Bill Pay service, you may stop payment of such preauthorized transfers from your account. Please note if the stop payment is for a preauthorized transfer involving your Card that merely closing the account and/or surrendering your Card will not effectuate the stop payment. To request a stop payment you may notify the Credit Union orally or in writing at the telephone number or address stated in 4a at least three (3) business days before the scheduled date of the preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be returned to us within (14) days of your initial call or written notification for the stop payment to be effective beyond the (14) days. Refer to the Fee Schedule for applicable fees. The Credit Union cannot stop payment on any point of sale transaction.
- b. Notice of Varying Amounts. If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.
- c. Liability for Failure to Stop Payment of Preauthorized Transfers. 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 for your losses or damages.

d. Electronic Check Conversions. When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an electronic check conversion transaction, because it is already done.

**12. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your Card, if you or any authorized user of your access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your access code or Card; or you or any other party to your account can terminate this Agreement by notifying us 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.

**13. Amendments and Changes.** The Credit Union, in its sole discretion, may change any term or condition of this Agreement at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

**14. Error Resolution Notice.** In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in 4a as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. If you tell us orally, we may require that you send us a signed complaint or question in writing within ten (10) calendar days. Provide the following information in your written communication:

- a. Include your name, address, telephone number, account number, and Card number for a disputed Card transaction.
- b. State the date and dollar amount of the suspected error.
- c. Describe the error, item in question, or the transfer, and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- d. Include your signature.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any 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 to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Debit/Check 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 question in writing and we do not receive it within ten (10) business days, we may not 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.

**15. Error Resolution Rules For Visa Debit/Check Card.** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to Fidelity National Information Services (FNIS) at: **Customer Service Department, P. O. Box 30495, Tampa, FL 33630-3495** on a separate sheet or fax to

727.570.8810 as soon as possible. Include the information listed above in 13-Error Resolution Notice in a through d. FNIS must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You may telephone FNIS at 1.800.600.5249, but doing so will not preserve your rights, and they may require your request in writing.

**Special Rules for Provisional Credit for Visa® Debit/Check Card Transactions**

If you believe a Visa® Debit/Check Card Transaction was unauthorized, we will recredit your account within five 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 us to complete our investigation. If we ask you to put your complaint in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances of your account.

**16. 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. Where possible, use ATMs with which you are most familiar or choose well-lit and placed ATMs.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. Be cautious when strangers offer to help you at an ATM, even if your Card is stuck or you are experiencing difficulty with the transaction, do not allow anyone to distract you while at the ATM.
- d. Refrain from displaying your money at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the money 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 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 ATM Card or deposit envelope, and leave.
- f. Notice if anything looks unusual or suspicious about the ATM indicating it might have been altered. If the ATM appears to have any attachments to the Card slot or keypad, do not use it. Check for unusual instructions on the display screen and for suspicious blank screens. If you suspect that the ATM has been interfered with, proceed to another ATM and inform the Credit Union.
- g. If you are followed after making a transaction, go to the nearest public area where people are located.
- h. Do not write your personal identification number (PIN) on your Card.
- i. Report all crimes to law enforcement officials immediately.

**17. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Colorado which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Colorado. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of

this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.