

Electronic Fund Transfers (EFT) Disclosure and Agreement **Effective March 13, 2017**

1. PURPOSE. This Agreement and Disclosure defines your and the Credit Union's rights and responsibilities with respect to electronic fund transfers. Please read it carefully. You understand that all agreements, rules, and regulations applicable to your accounts and account services, as set forth in this disclosure and otherwise, remain in effect until further notice. Acceptance, retention, or use of any card or other access device indicates you agree to abide by this Agreement and all rules, regulations, and instructions of the Credit Union and the networks relating to the use of any card or other access device, as amended, modified, or revoked.

2. TERMS USED. ACCESS DEVICE means any ATM or Visa debit card issued by CapEd, code, or other means used to access information about your account or to initiate an electronic funds transfer; EFT refers to electronic fund transfers defined as any transfer of funds that is initiated through an electronic terminal, telephone, or computer for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account; NEW ACCOUNT refers to accounts open less than 30 calendar days; PIN refers to a Personal Identification Number, password, or code; TRANSFER refers to any transaction initiated through an Access Device; YOU or YOUR refers to each person who is a signer on your account at CapEd or a person who has access to your accounts with your consent; WE, US, and OUR means CapEd.

3. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. You are responsible for all transfers you authorize under this Agreement. If you permit others to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts. You agree to tell us AT ONCE if you believe your Access Device has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 tell us within 2 business days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your Access Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Device, and we can prove that we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, 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 the money if you had told us in time. If a good reason, such as a long trip or a hospital stay kept you from telling us, we will extend the time periods.

Special Notice to Visa Debit Cardholders. If there is unauthorized use of your Visa debit card or an Internet transaction and the transaction takes place on the Visa network, then your liability will be \$0.00. This provision limiting your liability does not apply to commercial Visa cards, ATM cash disbursements, or to PIN transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above \$0.00 liability limit, to the extent allowed under applicable law, if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

4. CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFERS. If you believe your Access Device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you agree to notify us immediately. Call our office during business hours at 208-884-0150 or 800-223-7283. After business hours, call 800-528-2273, or you may write us at: Member Services Department, CapEd Credit Union, P.O. Box 570, Meridian, ID 83680-0570. You should also call the phone numbers listed above or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. If you recover your card after you have notified us, DO NOT USE IT.

5. BUSINESS DAYS/HOURS. For purposes of these disclosures, our business days are Monday through Friday, 9:00 a.m. to 5:00 p.m. Holidays are not included. Our night depository is opened at 9:00 a.m. each business day. Deposits or payments made in the night depository after 9:00 a.m. or on a day we are not open will be processed on the next business day we are open.

6. TRANSFER TYPES AND LIMITATIONS. Some of these services may not apply to your accounts and some of these services may not be available at all terminals.

ACCOUNT ACCESS

CapEd-Owned ATMs. You can use your card to:

- Withdraw cash from your checking and savings accounts.
- Check the balances in your checking and savings accounts.
- Transfer funds between checking and savings accounts.
- Make deposits at any CapEd ATM that accepts deposits.

Non-CapEd-Owned ATMs. You can use your card to:

- Withdraw cash from your checking and savings accounts.
- Check the balances in your checking and savings accounts.

You may **NOT** use your card to perform any illegal activity. You agree to follow instructions for use of the ATM. You should report directly to us any difficulties or complaints concerning the use or condition of ATMs owned by us. You should report security or safety concerns directly to the owner of ATMs not owned by us.

Point of Sale (POS) Transactions. You may use your card to pay for purchases at places that have agreed to accept the card. Purchases will be covered by funds deducted from your designated checking account, subject to the limitations described in this Agreement and Disclosure. The available balance in your account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount.

CapEd Line (Automated Telephone Banking). You may access your accounts by telephone with your member number and a PIN. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in one day, with the exception of the Regulation D limitations (see our Truth In Savings Disclosure for Reg D limits), to:

- Access account information related to any of your savings, checking, and loan accounts.
- Make transfers to or from your savings and checking accounts or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal line of credit. Proceeds may be deposited in your savings or checking accounts or mailed directly to you at the mailing address listed for your account.

- Withdraw funds from savings or checking accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments or loan payoffs from any savings or checking account to any loan account of yours.

CapEd eBanking (Online and Mobile Banking). You may access your accounts with a personal computer or mobile device using your eBanking credentials. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in one day, with the exception of the Regulation D limitations (see our Truth in Savings Disclosure for Reg D limits). In addition to the CapEd Line access listed above, CapEd eBanking will allow you to:

- Change your access code.
- Review and print copies of paid checks.
- Pay bills directly from your designated accounts in the amounts and on the days you request with our Bill Pay service.

Preauthorized Transfers. You can authorize transfers without the use of an Access Device to:

- Transfer funds between your designated accounts with us within your member number. You can apply to transfer funds from your accounts to the accounts of other members of CapEd.
- Authorize persons or companies to make direct deposits to your savings or checking accounts, and withdrawals or payments from your checking account. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through Automated Clearing House (ACH) or other electronic means. Such agreements or arrangements are solely between you and the other person or company. We have no responsibility or liability to you for any such transactions.

You should exercise caution in providing others such authority and/or information to access your accounts. The authority or information you give to others applies to all ACH or other electronic transactions, whether evidenced by any type of writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This can happen in several ways.

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- Some merchants or service providers will initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.
- When you provide information from your check or account to someone by telephone, Internet or other means, who then converts the information to an electronic transaction.

Your authorization to make these types of electronic fund transfers may be expressed in writing or implied through the posting of a sign.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSFERS

We have established card limits, such as the daily ATM withdrawal limit, the daily ATM or debit card point-of-sale purchase limit, the daily Visa debit card signature-based purchase limit, and daily card usage limits. Please contact us directly to obtain detailed information on the limits pertaining to your card or to request a change, such as a temporary limit increase.

THE FOLLOWING LIMITATIONS ALSO GOVERN YOUR USE OF THESE SERVICES

- We do not promise everyone will honor your Access Device and we have no obligation to you if anyone refuses to accept your Access Device. We are not liable if any merchant, financial institution, or other party refuses to honor your Access Device or otherwise fails to provide any services we make available to you.
- We may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. With appropriate notice, we may also limit or reduce the number or dollar amount of transactions when we, at our sole discretion, deem it in our best interest.
- CapEd Line. This service may be interrupted for a short time each day for data processing. There are certain limitations on transfers from savings accounts, as discussed in the ACCOUNT ACCESS section.
- CapEd eBanking. This service may be interrupted for a short time each day for data processing. Except as is otherwise provided below or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like. However, there are certain limitations on transfers from savings accounts, as discussed in the ACCOUNT ACCESS section. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer. We may set other limits on the amount of any transaction(s), and you will be notified of those amounts.

7. FEES. You may be charged certain transfer and other fees as described below, which will be withdrawn from your savings or checking account. We reserve the right to establish and maintain transaction fees and charges, which may be modified from time to time.

- CapEd Line Account Balance Inquires and Transfers: No charge.
- CapEd eBanking Account Balance Inquiries and Transfers: No charge.
- CapEd eBanking Bill Pay Service: No charge.
- Debit Card: No charge.
- ATM Card: No charge.
- Replacement of ATM card, Visa debit card, or PIN: \$5.00.
- ATM Transaction Fee: When you use an ATM not owned by us, you may be charged a fee (called a surcharge) by the ATM operator or network, in addition to any fees disclosed in this Agreement and Disclosure. The surcharge is not a fee we charge; however, any surcharge will be paid from your account. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

8. CONFIDENTIALITY. We will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with a government agency or court orders.
- If you give us your written permission.

9. RIGHT TO DOCUMENTATION.

- Terminal Transactions. You may get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.
- Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 208-884-0150 or 800-223-7283 to find out whether the deposit has been made.
- Periodic Statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

10. PREAUTHORIZED PAYMENTS.

Right to Stop Payment and Procedures For Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 208-884-0150 or 800-223-7283, or write us at P.O. Box 570, Meridian, ID 83680-0570 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do require written confirmation, the oral stop payment order will cease to be binding 14 days after it has been made. If you place a stop payment on a check and it clears your account as an electronic item (for example, the merchant converted the check to an electronic item, with or without your knowledge or consent), we will not be liable for your losses or damages.

We will charge you \$25.00 per item or check number range to place a stop payment.

Notice of Varying Amounts. If these regular payments vary in amount, the person or company you are going to pay has the obligation to notify you 10 days before each payment, when it will be made, and how much it will be. You may choose, instead, to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and if we do not do so, we will be liable for your losses or damages.

11. LIABILITY FOR FAILURE TO MAKE A TRANSACTION. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line of credit.
- If the ATM where you were making the transfer does not have enough cash.
- If the terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control, (such as fire, flood, or electrical failure) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not properly followed instructions for operation of the ATM or system.
- If the funds in your account are subject to legal process or other similar encumbrance.
- If the transaction would exceed one of the established limits contained in this Agreement and Disclosure or by your other agreements with us.
- If access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

12. GENERAL RULES FOR USING YOUR ACCESS DEVICE(S). You acknowledge and agree to the following:

- Your cards are for personal use only. You agree not to allow another person to use your card.
- You agree not to reveal your PIN to another person and WILL NOT write your PIN on any Access card. You agree to be responsible to maintain your Access Device with maximum security.
- You authorize us to debit your accounts for all transfers as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Device or other EFT service, we are authorized to pay from any account you have with us, jointly or otherwise, any amount necessary to satisfy any transaction, fee, or service charge that results from your use or misuse of such services.
- You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Disclosure and Agreement. You further agree that we have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during, or after a transaction or other visit to any ATM or other electronic terminal location. You or any user, assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner per account.
- We will not be responsible for the use or condition of any ATM or other electronic banking terminal or device we do not own. Further, we will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- We reserve the right to add or delete ATM or other electronic terminal locations or other electronic banking devices as we deem necessary.
- You agree to hold us harmless in our pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by us, and you agree to assist us in these efforts.
- We reserve the right to make any changes in the daily withdrawal limits or number of transactions allowed when we, in our sole discretion, deem it in our best interest.
- We are not liable for any claims you may have against a merchant, company, or other financial institution arising from use of your Access Device.
- We cannot stop payment on any point-of-sale transaction.
- You will not obtain any Access Device that is not issued or approved by us to make transfers on your accounts with us.
- Merchants and others who honor the ATM card or Visa debit card may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
- If the money in your checking account will not cover an EFT debit and you have a line of credit overdraft protection account, we will transfer money from that overdraft protection account, up to your limit, to cover the transfer. Funds will be transferred as needed to cover the overdraft. We may also transfer funds from your savings account to cover any overdrafts up to Regulation D limits (see our Truth In Savings Disclosure for Reg D limits.)
- You understand that you must keep your savings and checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your accounts, or upon our request.

13. TERMINATION AND AMENDMENT. We reserve the right at any time to terminate your right to make transfers and to ask for the immediate return of any Access Device we deem necessary without prior notice to you. If notification is required by law, a notice will be mailed to you at the address shown on our account records.

14. ACCESS DEVICE REVOCATION. An Access Device may be revoked without notice to you in the event that any of the following conditions occur:

- Excessive overdrafts occur as a result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account that results in a monetary loss to us, or that violates any term of this Agreement and Disclosure.
- Loan, Visa credit card, or other delinquency with us.
- Forced closure of a savings or checking account due to misuse.
- Special balance requirements, if any, are not maintained by you.
- When necessary to maintain or restore the security of your accounts or the ATM system.

- Any other situation in which we deem revocation to be in your or our best interest.

15. INSUFFICIENT FUND TRANSACTIONS. If your account balance is insufficient to cover any transfer, we may treat these transfers as insufficient fund transactions or as overdraft requests if you have an approved overdraft protection plan or Courtesy Pay with us. We reserve the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision will be at our sole discretion.

16. ELECTRONIC PROCESSING AND TRANSACTIONS. Due to the processing systems for electronic transfers used in the United States and by us, a payment or other transfer may be effective/posted before we are open for business on the date scheduled for the payment or other transfer. Therefore, you are responsible for ensuring that your accounts have sufficient balances as applicable for the scheduled transfer one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.

17. CREDIT TO ACCOUNTS. Our "daily cut-off time." All deposits or transactions received after the time we close for business on a day we are open, deposits or transactions received after we open our night depository, or received on a day on which we are closed for business, will be treated as if received on the next business day that we are open. Our business hours are listed in the BUSINESS DAYS/HOURS section of this Agreement and Disclosure.

18. FOREIGN TRANSACTIONS. Visa card purchases, cash withdrawals, and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchased date or cardholder statement posting date.

A fee or FINANCE CHARGE of 1% of the amount of the transaction, calculated in U.S. dollars will be imposed on all multicurrency foreign transactions, including purchases, cash withdrawals, cash advances, and credits to your account. A fee or FINANCE CHARGE of 0.8% of the amount of the transaction, calculated in U.S. dollars will be imposed on all single currency foreign transactions, including purchases, cash withdrawals, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at the telephone numbers or write us at the address listed in this disclosure, as soon as you can. For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or Visa Credit Card Agreement for a description of your rights. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days at the address listed in this Agreement and Disclosure. We will determine whether an error occurred within 10 business days after we hear from you and will correct the error within 1 business day after determining that an error occurred. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days of receiving the error notice 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or 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.

We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Special Rules for Visa Debit Card Transactions. If you believe a Visa debit card transaction was unauthorized, we will provisionally credit your account within 5 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 may not credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.