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III. ELECTRONIC FUNDS TRANSFERS

The following terms govern your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through direct deposits, automated teller or cash machines (“ATMs”), audio response (“24HR Teller”) transactions, card purchases, home banking (“PCCU Online Banking”), and certain other transactions involving your deposit accounts at the Credit Union.

1. Services.

- a. *ATMs.* On approval, you may use your ATM card or VISA Debit Card (“Card”) and your access code in ATMs of the Credit Union, the Accel^m Network and such other machines we may designate. At the present time, you may use your Card to make the following transactions on your accounts:
 - (1) Withdraw cash from your share draft or regular share accounts;
 - (2) Transfer funds between your share draft or regular share accounts; and
 - (3) Deposit funds to your regular share or share draft accounts.

- b. *POS Purchases.* You may use your Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (“POS”) terminals. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

- c. *Direct Deposit.* On instruction of (i) your employer, (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.

- d. *PCCU Online Banking.*
 - (1) *Account Access.* If we approve your application for the PCCU Online Banking service, you may use a personal computer or other electronic device, such as a mobile phone, to access your accounts. This personal computer or electronic device must have access to the Internet. We may assign or you may select a user name and password. You must use your user name and password to access your accounts. You are responsible for the cost, installation, maintenance and operation of any hardware or software required to access PCCU Online Banking. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation or your electronic device.

 - (2) *Types of Transactions.* At the present time, you may use the services to:
 - (a) Transfer funds between your checking, savings account, and money market and loan accounts;
 - (b) Transfer funds to accounts of other members you authorize for any of your accounts;
 - (c) Obtain account information related to any savings or loan account regarding current balance, checking history, dividends and rates, loan interest and payoff amounts, payroll and automatic deductions;
 - (d) Make payment transfers to participating merchants (payees), review bill payment history and change or cancel scheduled bill payments;
 - (e) Make loan payments from any savings or checking account to a loan account of yours at the Credit Union; and
 - (f) Communicate with the Credit Union using the electronic mail (E-mail) feature.

Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.



- e. *24HR Teller*. If we approve the 24HR Teller audio response access service for your accounts, you must designate a separate four (4) digit personal identification number ("PIN"). You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access to:
 - (1) Obtain transaction, balance, withdrawal, dividend, and due date information on your accounts at the Credit Union;
 - (2) Transfer funds between your checking, savings, money management, and loan accounts as allowed, including loan payments; and
 - (3) Transfer funds from your savings, checking, or money management account to a loan account of yours; and

- f. *Electronic Check Transactions*. You authorize us to honor any electronic check conversion transaction and re-presented check free 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. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section III.5. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations.

- a. *ATMs*.
 - (1) *Withdrawals*. There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Rate and Fee Schedule. You may withdraw an amount up to the amount of available funds in your account, subject to limits placed on each individual ATM.
 - (2) *Transfers*. You may transfer between your savings and share draft accounts up to the balance in your accounts at the time of the transfer at available locations.
 - (3) *Deposits*. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (cash or check) is made and when it will be available for withdrawal. The Credit Union's Funds Availability Policy at ATMs is set forth in Section II.6.

- b. *POS Purchases*. There is no limit on the number of POS purchase transactions you may make by Card during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw on 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 funds. Some merchants may permit you to initiate debit transactions with your Card using either the VISA network or another network shown on your Card. The Credit Union will honor your debit transactions processed by any of these networks. Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. Internet, mail or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in Section III.5 (Member Liability) applicable only to VISA processed transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in Section III.5 (Member Liability) will apply.

- c. *PCCU Online Banking*. The service is normally accessible seven (7) days a week, 24 hours a day.



- (1) *Transfers.* You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a share account or money management account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw on insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
 - (2) *Account Information.* The account balance and transaction history may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transaction and our Funds Availability Policy.
 - (3) *E-Mail and Stop Payment Requests.* The Credit Union may not immediately receive E-Mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with this Membership and Account Agreement.
 - (4) *Bill Payments.* You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). When you transmit a bill payment to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to such creditors as you authorize and for whom the Credit Union has the proper payee information. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment or make the payment and transfer funds from any overdraft protection account you have established, your payment may be returned. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. When the Credit Union receives payment instructions from you, you authorize us to debit your account for the amount indicated in your instructions, plus any related fees, and to remit funds on your behalf. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least seven (7) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization. You may cancel or edit any scheduled payment (including recurring payments) by following the directions found within PCCU Online Banking. There is no charge for canceling or editing a Scheduled Payment. Once the service has begun processing a payment, it cannot be cancelled or edited, therefore a stop payment request must be submitted. The ability of the Credit Union to process a bill pay stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already begun to be processed, you must contact the Credit Union. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge set out in the applicable Rate and Fee Schedule. You may call the Credit Union at the number set forth in Section III. 5. to request a stop payment.
- d. *24HR Teller.* Your accounts can be accessed under 24HR Teller audio response via a touchtone telephone, either a cellular or landline. Audio response service will normally be available for your convenience seven (7) days per work. This service may be interrupted for a 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 account. Transfers from a share or money market account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw on 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. The system will discontinue service after thirty (30) seconds if no transaction is entered, and after ten (10) minutes in all cases. If you wish to make any further transactions, you will have to call back. The system will also discontinue service after three (3) unsuccessful attempts to enter a transaction.

3. Conditions of EFT Use.

The use of your Account and EFT services are subject to the following conditions:

- a. *Ownership of Cards.* Any Card or other device which 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 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 we nor merchants authorized to honor the 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. *Illegal Use of Internet Gambling.* You agree that all transactions that you initiate by use of your VISA Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Debit Card.

4. Security of Access Code.

The personal access code ("access code") or PIN issued to or selected by you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping of 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 use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes we may terminate your EFT and account services immediately.

5. Member Liability.

- a. *Business Accounts.* For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.
- b. *Consumer Accounts.* 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, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase



transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent (for example, keeping your PIN with your Card is gross negligence) 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 except electronic check transactions, if you tell us of the unauthorized use of your account 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 our 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, including made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Debit Card purchase transactions — up to the limits set forth above and (ii) for all other unauthorized EFT transactions — up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(360) 695-5121
(800) 252-6525

Or write:

People's Community Federal Credit Union
PO Box 764
Vancouver, WA 98666-0764

6. Business Days.

Our business days and hours are Monday through Friday. 9:00 a.m. to 5:30 p.m. Holidays are not included.

7. Fees and Charges.

There are certain charges for electronic fund transfer services, replacement Cards, or access codes as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network used for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. 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 itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be assessed a Foreign Transaction Fee on any card purchase or cash advance made in a foreign country. See our Rate and Fee Schedule for the current foreign transaction fee. If you conduct an ATM or debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth in the Rate and Fee Schedule.

8. Right to Receive Documentation of Transfers.

- a. *Periodic Statements.* Transfers and withdrawals transacted through an EFT service will be recorded on your periodic 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.
- b. *Direct Deposits.* If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out



whether or not the deposit has been made by calling the telephone number set forth in Section III.5. Member Liability.

- c. *Terminal Receipt.* You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

9. Account Information Disclosure.

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

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions on the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders; or
- d. If you give us your 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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit;
- b. If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions;
- c. If your computer fails or malfunctions or if the Credit Union's PCCU Online Banking system was not properly working and such problem should have been apparent when you attempted such transaction;
- d. If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly;
- e. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction;
- f. If your account is frozen because of a delinquent loan or is subject to legal process or other claim;
- g. If the error was caused by a system beyond the Credit Union's control such as your Internet service provider or the telephone equipment or service you use;
- h. If you have not given the Credit Union complete correct and current instructions so the Credit Union can make a transfer or bill payment;
- i. If the error was caused by a system of The ACCEL_m Network, or any applicable ATM network. The ATM may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement;
- j. If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments; or
- k. If there are other exceptions as established by the Credit Union;
- l. If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact 32 the merchant directly. The Credit Union is not responsible for investigating such errors.

11. Preauthorized Electronic Funds Transfers.

- a. *Stop Payment Rights.* If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone numbers and address stated above any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.



- 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.

12. Termination of Electronic Funds Transfer Services.

You agree that we may terminate this Agreement and any Card or electronic funds services, if you or any authorized user of your Card or 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 Card or code, or you breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union. You or any account owner can terminate this Agreement for electronic funds transfer services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice and surrender of your Card. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. No further electronic funds transfer services will be provided on your account.

13. Notices.

The Credit Union reserves the right to change the terms and conditions on which any electronic fund transfer service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law, to the last known address. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. Billing Errors.

Billing Errors For Consumer Accounts. The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above 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.

- a. Tell us your name and account number.
- b. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the 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 re-credit your account within ten (10) business days (five (5) business days for VISA Debit 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 recredit 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 on to conclude that the error did not occur. Any re-credit to your account for this transaction will then be reversed.

15. ATM and Night Deposit Facilities Safety Notice.

The following information is a list of safety precautions regarding the use of ATM and night deposit facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.



- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or 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 access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your Card.
- h. Report all crimes to law enforcement officials immediately.