

## ACCESS DEVICE CARDHOLDER AGREEMENT FOR PERSONAL AND BUSINESS CARDHOLDERS

This Agreement covers the ATM Card or Debit Card ("Access Device") offered to you by Oregon Community Credit Union ("Credit Union"). The Debit Card can be used as a Debit Card and ATM card. In this Agreement, the words "you" and "yours" mean those who sign and activate an Access Device to include authorized users. The words "we," "us" and "our" mean Oregon Community Credit Union. The word "Account" means any one or more deposit Accounts you have with the Credit Union. Electronic Funds Transfers ("EFT") are electronically initiated transfers of money through automated teller machines ("ATMs") and Debit Card purchases involving your deposit Accounts at the Credit Union.

If you sign or use an Access Device, use a personal identification number ("PIN") or allow others to use the Access Device or PIN, and they will have accepted this Agreement just as if you and they signed it; and you and they, jointly and severally, will be bound by the following terms and conditions:

### 1. SERVICES.

**(a) ATM Card.** You may use your ATM Card and PIN at automated teller machines of the Credit Union and within the Cirrus, CO-OP and Pulse Networks. At the present time, you may use your ATM Card at most locations to make the following transactions:

1. Make deposits to your Savings or Checking Accounts;
2. Withdraw cash from your Savings or Checking Accounts;
3. Transfer funds between your Savings and Checking Accounts and overdraft credit line Accounts;
4. Perform balance inquiries on your Savings and Checking Accounts and overdraft credit line Accounts; and
5. Obtain cash advances from your overdraft credit line.

Other transactions and networks may be offered and permitted in the future.

**(b) Debit Card.** You may use your Debit Card and PIN to purchase goods and services at any merchant that accepts VISA Debit Cards. Funds to cover your Debit Card purchases will be deducted from your Checking Account. If the balance in your Account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request and access your overdraft credit line Account, if applicable. At the present time, you may use your Debit Card at most locations to make the following transactions:

1. Make deposits to your Savings or Checking Accounts;
2. Withdraw cash from your Savings or Checking Accounts;
3. Transfer funds between your Savings and Checking Accounts and overdraft credit line Accounts;
4. Perform balance inquiries on your Savings and Checking Accounts and overdraft credit line Accounts;
5. Obtain cash advances from your Personal Line of Credit (PLOC); and
6. Purchase merchandise using funds from your Checking Account through the Pulse Point of Sale (POS) Network.

Other transactions and networks may be offered and permitted in the future.  
**(c) VISA and Non-VISA Debit Transactions.** Some merchants may permit you to initiate debit and bill payment transactions with your Debit Card using either the VISA network or another network shown on your Debit 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 Debit Card number (e.g. internet, mail or telephone transactions), or swipe your Debit Card at a terminal. Also, there are certain protections and rights such as the Zero Liability protections in the section "Member Liability," applicable only to transactions processed over the VISA network.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your Debit Card number or swipe your Debit 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 the section titled "Member Liability" will apply.

### 2. SERVICE LIMITATIONS.

**(a) ATM Machines.** You may make as many ATM withdrawals (up to \$500 per day or the daily limit of the ATM) as you like at any authorized ATM provided that there are sufficient funds in your Account(s).

**(b) Debit Card.** There is no limit on the number of purchase transactions you may make by Debit Card during a statement period, but there is a daily limit of \$6,000 for Debit Card purchases. Purchases above this amount may be denied. No purchase may exceed the available funds in your Account(s). The Credit Union reserves the right to refuse any transaction which would draw upon insufficient verified funds, lower an Account below a required balance, or 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.

### 3. CONDITIONS OF ACCESS DEVICE USE.

The use of your Access Device and Account(s) are subject to the following conditions:

**(a) Ownership of Access Device.** Any Access Device 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 Access Device, immediately according to instructions. The Access Device may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Access Device to another person.

**(b) Honoring the Access Device.** Neither we nor merchants authorized to honor the Access Device will be responsible for the failure or refusal to honor the Access Device 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. You may not use the Access Device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we deem poses an undue risk of illegality or unlawfulness.

**(c) Security of PIN.** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Access Device. Do not write your PIN on your Access Device or keep it disguised or otherwise in the proximity of your Access Device. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Account(s). If you authorize anyone to use your PIN that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your Access Device and Account services immediately.

**(d) Currency Conversion/International Service Assessment Fee.** Purchases and cash advances made in foreign countries 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 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 charged an International Service Assessment Fee of up to 1% of the transaction amount for any card transaction made or processed, including any merchant or website, in a foreign country.

### 4. BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

### 5. FEES AND CHARGES.

**(a) ATM Fees.** You agree to pay a fee of \$1 for each cash withdrawal at an ATM not owned by the Credit Union or operated by the CO-OP Network.

**(b) Surcharge.** If you use an ATM that is not owned by the Credit Union or operated by the CO-OP Network, you may be charged an ATM surcharge by the ATM operator or ATM network utilized for such a transaction. The ATM surcharge will be debited from your Account if you elect to complete the transaction.

**(c) Research and Copying.** If you ask us to examine your Account or provide copies of documents, except in resolution of a billing error, we may charge you an appropriate fee as stated in our Rate & Fee Schedule.

**(d) Capture Fee.** We will add to your Account any fees that we pay to another institution or merchant for its role in the capture of your Access Device.

**(e) Annual Fee.** There is a \$10 annual fee for the ATM Card. There is no annual fee for the Credit Union Debit Card or Affinity Debit Card(s).

### 6. RIGHT TO RECEIVE DOCUMENTATION.

**(a) Periodic Statements.** Transfers, withdrawals and purchases transacted through an ATM terminal 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) Terminal Receipt.** You may receive a receipt at the time you make a transaction using an ATM or POS terminal, or with a participating VISA merchant, except some electronic terminals which will not provide receipts for transactions of \$15 or less.

### 7. 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 upon the request of a third party such as a credit bureau or merchant;
- (c) To comply with government agency or court orders; and
- (d) If you give us your written permission.

### 8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS—THESE PROTECTIONS DO NOT APPLY TO BUSINESS CARDHOLDERS.

If we do not complete a withdrawal or transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- (a) If, 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 PLOC;
- (b) If you used the wrong PIN or you used a PIN or Access Device in an incorrect manner;
- (c) If the ATM where you are making the withdrawal does not have enough cash;
- (d) If the ATM was not working properly and you knew of the problem when you started the transaction;
- (e) If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction;
- (f) If the money in your Account is subject to a legal process or other claim;
- (g) If your Account is frozen because of a delinquent loan;
- (h) If the error was caused by a system of any participating ATM network;
- (i) If there are other exceptions as established by the Credit Union; and
- (j) If the ATM retains your Access Device, in which event you may contact the Credit Union about replacement.

### 9. TERMINATION OF SERVICES.

You agree that we may terminate this Agreement and your use of the Access Device if:

- (a) You or any authorized user of your PIN breach this or any other agreement with us;
  - (b) We have reason to believe that there has been an unauthorized use of your PIN or Access Device;
  - (c) We notify you or any other party to your Account that we have canceled or will cancel this Agreement;
  - (d) You breach any provision of your Membership and Account Agreement; or
  - (e) Your Credit Union membership is terminated.
- You or any other party to your Account can terminate this Agreement by notifying us in writing. Termination of services 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.

### 10. MEMBER LIABILITY—THESE PROTECTIONS DO NOT APPLY TO BUSINESS CARDHOLDERS.

You are responsible for all transfers you authorize using your Access Device under this Agreement. If you permit other persons to use your Access Device or PIN 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, Access Device or PIN and accessed your Account(s) without your authority, or if you believe that an EFT has been made without your permission using information from your check(s). 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 will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Access Device and you provide us with a written statement regarding your unauthorized Access Device claim. Otherwise, the following liability limits will apply: for all other Access Device transactions, except electronic check 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 Access Device, 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 or more. Also, if your statement shows Access Device transactions that you did not make, including those made by PIN, 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 full amount of the loss, if we can prove that we could have stopped the transfers if we had been notified in a timely manner. We reserve the right to extend the time periods in extenuating circumstances (such as a hospital stay).

If you believe your Access Device has been lost or stolen or that someone has transferred or may transfer money from your Account(s) without your permission,

You may call: 541.687.2347 (Eugene), 503.588.2347 (Salem),  
503.295.2347 (Portland) or 800.365.1111  
or write: Oregon Community Credit Union; Attn Card Services Department;  
P.O. Box 77002; Springfield, Oregon 97475-0146

#### 11. NOTICES.

The Credit Union reserves the right to change the terms and conditions upon which this 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. Use of this service is subject to existing regulations governing the Credit Union Account and any future changes to those regulations.

#### 12. BILLING ERRORS — THESE PROTECTIONS DO NOT APPLY TO BUSINESS CARDHOLDERS.

In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth above as soon as possible. We must hear from you no later than sixty (60) days after the first statement date on which the problem appears.

- ◆ Tell us your name and Account number.
- ◆ Describe the transfer you are unsure about, and explain as clearly as possible 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 ten (10) calendar days.

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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes 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.

For point of sale transactions and transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

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) we relied upon to conclude that the error did not occur.

#### 13. INDEMNITY.

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

#### 14. WAIVER.

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

#### 15. SEVERABILITY.

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

#### 16. GOVERNING LAW.

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

#### 17. ENFORCEMENT.

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

#### 18. ATM SAFETY NOTICE.

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities:

- (a) Be aware of your surroundings, particularly at night.
- (b) Consider having someone accompany you when the ATM or Night Deposit Facility is used after dark.
- (c) If another person is uncomfortably close to you at the time of your transaction, ask the person to 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 going back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your 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 Access Device.
- (h) Report all crimes to law enforcement officials immediately.



## Access Device Cardholder Agreement & Disclosures

