

Electronic Funds Transfers

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by HAPO Community Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any saving and checking accounts you have with the Credit Union. Electronic funds transfers are initiated transfers from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

ATM Transactions Made With a HAPO ATM Card or HAPO Debit Card. If approved, you may access your account(s) via ATM by using your ATM Card or Debit Card and Personal Identification Number (PIN), to:

- Perform up to twenty (20) transactions from your checking and primary savings account in a twenty-four (24) hour period. Balance inquiries are counted as a transaction.
- Maximum daily withdrawal totals are \$1000 in the twenty-four (24) hour period. Cash dispensing capacity is subject to limits set by the ATM owner.
- Transfer funds between your primary savings and checking accounts.
- Deposit funds into your checking and primary savings accounts. Funds from your deposit may not be available for immediate withdrawal. Please refer to HAPO’s Funds Availability Policy for details.
- Customize/change your PIN at a HAPO ATM.
- Other transactions as offered and permitted in the future.
- Some of these services may not be available at all ATMs.

Visa Debit Card Transactions. If approved, you may use your Card to purchase goods and services from participating merchants. However, you may not use your Card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide your card number and security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.

Any Card transactions you make may result in funds held in your account to cover such authorized transactions. Once you authorize a Card transaction, you cannot stop or attempt to stop payment.

Funds to cover your 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 will attempt to pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you may have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of the overdrawn amount including any service charges. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

At the present time, you may also use your Debit Card to:

- Perform transactions listed in the “ATM Transactions Made with a HAPO ATM Card or HAPO Debit Card” section of this Agreement.
- Make up to twenty (20) Visa Debit Card purchases in a twenty-four (24) hour period.
 - Daily transaction totals including purchases at participating merchants, POS (Point of Sale) terminals, and ATM transactions, are limited to \$10,000.

Visa Network and Non-Visa Network Transactions. We allow Non-Visa Debit Transactions (through Non-Visa networks) and we do not require all such transactions be authenticated by a PIN. The distinction between knowing you are using a VISA network or a non-VISA network is important because VISA transactions typically include consumer benefits that may not be provided for non-VISA network transactions. For example, cardholders may receive certain protections (e.g. zero liability or streamlined dispute resolutions) or rewards when using the VISA network.

Enhanced Security Features. The Credit Union has an enhanced Debit Card fraud detection system, eNFACT, to help maintain the safety of your electronic Debit Card transactions. If your transactions are out of your normal purchase patterns, the Credit Union or an eNFACT analyst will attempt to contact you to verify the activity and confirm whether or not fraud occurred. If unable to contact you, your Card may be blocked from use until we are able to verify the validity of the transactions. Also, for security purposes some transactions may be automatically blocked from use, including transactions originated in many foreign countries. To avoid any interruption in service, contact the Credit Union prior to traveling, making unusual purchases, or purchases in foreign countries.

Pre-authorized EFTs.

- Direct Deposit. Upon instruction of your employers, the Treasury Department or other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and/or checking account.
- Pre-authorized Debits. Upon instruction, we will pay certain recurring transactions from your share, and share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will attempt to pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or a TimeLine account that you may have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of the overdrawn amount including any service charges. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. See the “Transfer Limitations” section of this Agreement for limitations that may apply to these transactions.
- Pre-authorized Debit Stop Payments. 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 us verbally or in writing at any time up to three (3) business days before the scheduled date of the transactions. Verbal requests require a signed acknowledgment that must be received within fourteen (14) days or your verbal stop payment will expire. A written stop payment order will be effective for six (6) months. The Credit Union is not obligated to notify you and will not notify you when a stop payment order expires. If you request a stop payment 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.

- Notice of Varying Amounts. If your pre-authorized debits vary in amount the payee is required to notify you ten (10) days before each payment, when it will be made and how much it will be. You may choose 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 per your vendor agreement.

Electronic Check Conversion. If you pay for something with a check you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (verbally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

24-Hour Teller (Audio Response). You may access your account via a touch-tone telephone using your account number and PIN issued by the Credit Union. You are limited to six (6) transfers and withdrawals per month without a signature from your savings accounts (see Transfer Limitations for all Savings Accounts in this Agreement). Transfers or withdrawals may not exceed the available funds in your account. This service may be interrupted for a short time each day for data processing. At the present time you may:

- Obtain general account information (checking, savings, money market, certificates, IRAs & loans).
- Make account transfers and request a check. All check requests are payable to you as a primary member and will be mailed to our address on record for you.
- Transfer funds to make your HAPO loan payments.
- Determine if a check has cleared your account.
- Request stop payments.
- Obtain dividend, interest and other account service information.
- Restrictions may apply.

Online Banking You must use your online banking credentials and multi-factor authentication to access your accounts online. At the present time, you may use Online Banking to:

- Transfer funds between your savings and checking accounts. You may transfer up to the available balance in your account.
- Access multiple accounts in the same Online Banking session. Restrictions apply; contact the Credit Union for details or assistance.
- Obtain balance information for your savings and checking accounts.
- Make HAPO loan payments from your savings and checking accounts.
- Perform TimeLine loan advances.
- Perform VISA Credit Card advances. VISA Credit Card advances are processed as cash transactions, and will accrue interest from the date done until paid in full.
- Review account balance, transaction history, direct deposit, and tax information for any of your accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Review past statements and inserts when you elect the eStatement feature.
- Open sub accounts and checking accounts under existing account numbers.
- Make bill payments to creditors. See the “On-Line Bill Pay” section of this Agreement for additional information.
- HAPO Mobile Banking can be accessed by downloading the HAPO mobile app through Google Play or the App store.

Online Banking can be accessed via personal computer or mobile device. For your convenience, service is accessible twenty-four (24) hours a day. The Credit Union will not be responsible for any errors or failures involving service or your computer.

All transactions will be subject to the terms of their corresponding account or loan agreements. We reserve 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. We may refuse to honor any transaction for which you do not have sufficient available, verified funds.

On-Line Bill Pay. Bill Pay allows you to pay your bills on-line through your Credit Union checking account. You will have the ability to set up merchants, institutions, or individuals you would like to pay. You are not permitted to designate payees outside the U.S., tax entities, collection agencies, and court ordered payments such as alimony, child support, etc.

- You must designate a single checking account in which you authorize bill payments to be deducted.
- Any single transaction is limited to \$10,000 with a maximum transaction limit of \$20,000 per day.

We reserve the right to decline payments to merchants or institutions. The Credit Union recommends you allow sufficient time for your payment to be received and processed by the payee. We cannot guarantee the time that any payment will be credited to your account by the vendor. Please refer to your Electronic Bill Pay Terms and Conditions Disclosure for specific terms and conditions.

Web Payment Center. The Payment Center on the HAPO website allows you to quickly and securely make your HAPO Community Credit Union loan or credit card payments using funds from another financial institution. When making a mortgage payment, you must pay the full monthly amount due. No partial payments or principal only payments to a mortgage loan can be made using this site. You may use your checking account, savings account, credit card or debit card. Payments made after 8:00 p.m. CST will be processed on the next business day. Payments processed through the payment center may take up to 48 business hours to be credited to your loan. There is a transaction limit of \$2,500. Please note, if you are using your credit or debit card to make a payment, a convenience fee will be charged for this service.

Transfer Limitations. In accordance with Federal Regulation D, for all savings and money market accounts, no more than six (6) pre-authorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any one calendar month. If you exceed these limitations, your account may be subject to a fee or closed. Refer to Membership & Account Agreement Part B for policy.

Condition of EFT Services.

- A. Ownership of Cards.** Any Card or other device which we supply to you is our property. We may authorize that the Card be returned to us. We may authorize a merchant to repossess your card at our discretion without demand or notice. You cannot transfer your Card or account to another person.
- B. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal of your transaction or any other device we supply 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. International Transactions. Visa.** Purchases and cash transactions 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 on wholesale currency markets for the applicable central processing date. Rates may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus an additional 1%. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

D. Security of Access Code. You may use one or more access codes (PINs) with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

E. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement. Alone and or together, all parties shall be responsible for all EFT transactions to or from any savings, checking, or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

Fees and Charges. There may be certain fees and charges for certain EFT services. For a current listing of all applicable fees, see our current Common Features Disclosure that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or PIN or otherwise accessed your accounts without your permission, 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 potential losses at a minimum. Failure to contact us could result in losing all of the funds in your account plus your maximum TimeLine loan and Credit Card limit.

If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card and PIN without your permission if you had told us, you could lose as much as

\$500.

If a transaction was made with your Card or Card number without your permission, and was processed through the Visa or Interlink network, you will have zero liability for the transaction, unless you were grossly negligent in the handling of your account or Card. For all other unauthorized use involving the loss or theft of your card or access device, or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to \$50.

Also, if your statement shows transfers and or pre-authorized debits that you did not make, TELL US AT ONCE. If you do not tell us within sixty (60) after the statement was sent to you, you may not recover any funds lost after the sixty (60) days. Upon notification, should we find that you could have minimized losses by informing the Credit Union sooner you may be liable for losses. This paragraph does not apply to unauthorized use of a Visa debit card, an ATM card, or other access device.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission:

- Telephone us at 509-943-5676 or out of the area 800-284-4276 during regular business hours Monday through Friday 8:00 a.m. to 6:00 p.m. and Saturdays 9:00 a.m. to 4:00 p.m. National holidays not included.
- Write us at:
HAPO Community Credit Union
601 Williams Blvd
Richland, WA 99354
- Lost or stolen Visa Debit Cards can be reported after hours to 844-436-1752.
- Additional twenty-four (24) hour emergency cancellation information is located at www.hapo.org on the "CONTACT US" page

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Right to Receive Documentation.

- A. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online transactions or bill payments you make 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 will get a receipt at the time you make any transaction (except inquires) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant. Some of these devices will allow you to forfeit your receipt at your request.
- C. Direct Deposit.** 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 us. This does not apply to transactions occurring outside the United States.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon request

- of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- Or if you give us your written permission

Business Days. Our business days are Monday through Friday, excluding federal holidays. Some financial centers are open on Saturdays (contact us for the hours of your nearest financial center location).

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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or PIN in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond your control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, PIN, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill pay services, we can only confirm the amount, the participating merchant, and date of the bill pay transfer was made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will notify you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

ATM and Night Deposit Safety Notice. The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM, 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 Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- ATM Skimming Devices. What may look like a normal ATM may have a skimmer device attached to it. The thief places a device that looks like part of the ATM over the card slot. As you pass your card through the slot (and at the same time through the illegal device) your card information is read and stored on the device to be picked up later by the thief. Be aware of the following:
 - If an ATM has an unusual sign with instruction changes on or near it, do not use it.
 - An unusual malfunction during the transaction. Do not attempt the transaction again at the machine.
 - Contact us with time of the attempted transaction and if there are any suspicious vehicles in the vicinity.

Billing Errors. In case of errors or questions about electronic funds transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address 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.

- Telephone us at 509-943-5676 or out of the area 800-284-4276 during regular business hours Monday through Friday 8:00 a.m. to 6:00 p.m. and Saturdays 9:00 a.m. to 4:00 p.m. National holidays not included.
- Write us at:
 HAPO Community Credit Union
 601 Williams Blvd
 Richland, WA 99354

Tell us:

- Your name and account number
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or questions 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 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.

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

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any PIN. You agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you verbally or in writing. If we terminate this Agreement, we may notify any participating merchants making pre-authorized debits or credit to any of your accounts that this Agreement has been terminated and that we will not accept any further pre-authorized transaction instructions. We may also program our computer not to accept your Card or PIN for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

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 Washington, 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.

Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.