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clearwatercreditunion.org

ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE - REG E

Clearwater Federal Credit Union (*doing business as* Clearwater Credit Union, hereafter "the credit union")

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. "Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

TYPES OF ELECTRONIC FUND TRANSFER SERVICES. The following describes the services, if approved, that are available, and some limitations that apply:

1. **ATM Card.** You may use your ATM card and PIN (Personal Identification Number) to:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings, checking, and loan accounts.
- Make loan payments from your savings or checking accounts.
- Make Point of Sale transactions to purchase goods or services at POS terminals.

Limitations. The following limitations will apply to your ATM Card:

- The maximum dollar amount of cash withdrawals per day is _____. Sufficient funds must be available to make any withdrawal.
- There is no limit to the number of cash withdrawals you may make in one day.
- The maximum purchase price for any one transaction at a POS Terminal is _____. There is no limit to the number of purchases you may make in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

2. **Debit MasterCard.** You may use your Debit MasterCard and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings, checking, and loan accounts.
- Make loan payments from your savings or checking accounts.
- Pay for purchases at places that have agreed to accept the Card.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the MasterCard logo.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.
- Pay bills directly by telephone from your savings and checking accounts in the amounts and on the days you request.

Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is _____. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one day.
- The maximum purchase price for any one transaction at a POS Terminal is _____. There is no limit to the number of purchases you may make in one day.

- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

3. Electronic Check Conversion & Electronic Returned Check Fees. If you pay for something with a check, 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: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

4. Preauthorized Electronic Funds Transfers. You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer. See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

5. Telephone Banking. You may access your accounts via our touch-tone telephone system. We will assign you a PIN to use this service. You may use telephone access to:

- Withdraw funds from your savings, checking, and money market;
- Transfer funds between your savings, checking, money market, and VIP club accounts;
- Obtain balance, account activity, and other information on your savings, checking, money market, and VIP club accounts;
- Verify whether a check or other item has cleared your account;
- Make loan or credit card payments from your savings, checking, money market, and VIP club accounts;
- Take advances from your line-of-credit loan account.

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

Limitations. The following limitations will apply to the Telephone/Audio Response Service:

- The maximum total dollar amount of transfers out of an account per day is \$1,000 for Home Start Share accounts; \$2,000 for Visa Classic Accounts; \$2,500 for Charitable Draft Accounts; \$5,000 for Green Draft, Classic Draft, Traditional, Non-Profit Non-Charitable, and Overdraft Protection accounts; \$10,000 for Share, Money Market, Investment Link Money Market, Basic Business Draft, IOLTA Lawyer Trust, and Home Equity Line of Credit accounts; and \$25,000 for Premier Business, Business Line of Credit, and PFS Line of Credit accounts.

6. Online Banking. We offer a Home Banking service that you may access from a personal computer that has Internet access. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Withdraw funds from your savings, checking, and money market;
- Make transfers between your savings, checking, money market, and VIP club accounts;
- Obtain balance information on your savings, checking, money market, and VIP club accounts;
- Make payments on your Credit Union loans from your savings, checking, money market, and VIP club accounts;
- Access internet bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Access or utilize other services that we may make available to you from time to time.

Our Home Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

Limitations. The following limitations will apply to the Home Banking Service:

- The maximum total dollar amount of transfers out of an account per day is \$1,000 for Home Start Share accounts; \$2,000 for Visa Classic Accounts; \$2,500 for Charitable Draft Accounts; \$5,000 for Green Draft, Classic Draft, Traditional, Non-Profit Non-Charitable, and Overdraft Protection accounts; \$10,000 for Share, Money Market, Investment Link Money Market, Basic Business Draft, IOLTA Lawyer Trust, and Home Equity Line of Credit accounts; and \$25,000 for Premier Business, Business Line of Credit, and PFS Line of Credit accounts.

Other EFT Disclosures contained in this document apply to Home Banking services as well. You will also be required to comply with instructions and agreements provided on-line when you log onto the Home Banking service.

7. Online Bill Payment Services. Through our online Home Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the

bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided on-line when you log onto the Bill Pay service.

FEES. There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Fee Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

USE OF EFT CARDS AND SERVICES.

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

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 the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

LIABILITY FOR UNAUTHORIZED USE. Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have 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.

For cards with the MasterCard logo: You will have no liability for unauthorized use of your MasterCard, provided that you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware of such loss or theft, you promptly report the loss or theft to us.

Under no circumstances, however, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **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.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that

person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: 406.523.3300 during normal business hours or write: Clearwater Credit Union, 3600 Brooks St, Missoula, MT 59801. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

DISCLOSURE OF YOUR INFORMATION. We will disclose information to third parties about your account or the transfers you make:

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

RIGHT TO RECEIVE DOCUMENTATION

Periodic statements. Transfer and withdrawal transactions made through any card, Home Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 406.523.3300 or use telephone access or Home Banking to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure 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 406.523.3300, or write us at Clearwater Credit Union, 3600 Brooks St, Missoula, MT 59801, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). 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. Please see the Fee Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell 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 we do not do so, we will be liable for your losses or damages.

OUR 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:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Home Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

BILLING ERROR RESOLUTION *(does not apply to international remittance transfers).*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: 406.523.3300

By U.S. Mail: Clearwater Credit Union, 3600 Brooks St, Missoula, MT 59801

By e-mail: service@clearwatercreditunion.org

- 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 verbally, we may require that you send us your complaint or question in writing within 10 business days. We may require you to provide your complaint in the form of an affidavit. We will determine whether an error occurred within 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 45* days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

We will tell you the results within three business days after 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. See the Fee Schedule for any fees associated with such copies.

*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.

Termination. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES. The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- 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;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

ONLINE BILL PAYMENT SERVICES AGREEMENT

By accessing the Online Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically.

Access; Software. To use the Bill Pay service, you must be able to access our Online Banking services, must designate a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a member number or user ID and password. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

Payments and Processing. In order to make payments through Bill Pay, you must designate a checking account(s) from which the payments will be made and must keep that account(s) in good standing. You may not make payments from a savings account. You may schedule automatic, recurring payments or periodic one-time payments as you may request by following the User Guide provided to you or the on-line instructions. You must provide us the correct names of your payees, together with the proper address, account number, payment amount and any other information required to process the payment. All designated payees must be located in the United States.

We will process payments **on or within one Business Day** from the date of your on-line session, if the session is before the end of the business day. If the session is after the end of our business day or not on a business day, the time for processing the payment begins on the next business day. In order to ensure that your payments arrive on time at your creditor(s), you must schedule the payment to be processed at least 5 business days before your creditor's payment due date. You may generally expect that the payment will be received by your creditor, processed, and reflected on your account in this amount of time; however, we do not guarantee that your payment will be reflected by that date. We are not responsible if the payment is received or processed by your

creditor after your due date.

Missed Payments; Notice. If you are notified by one of your payees that payment was not received or remains unpaid, you must promptly notify us so that we may investigate and correct any error that we may have caused.

Restrictions on Payees and Types of Payments. The following payments are prohibited through this service: **tax payments; court-ordered payments; payments to payees outside the United States; payments to government agencies; other types of payments or payees as we may designate.** If a payee designated by you does not participate in the service, we will notify you that the payment or future payments will not be processed. If we know of a payee who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that payee, and will notify you accordingly.

Insufficient Funds and Overdrafts. You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection on your designated accounts, the terms of your Overdraft Protection will govern overdrafts caused by Bill Pay. You are responsible for any non-sufficient funds (NSF) fees and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

Canceling Scheduled Payments. You may cancel any pending or scheduled payment. In order to do so, however, we must receive your cancellation at least 1 business day prior to the date the transaction is scheduled to be processed by us. If we do not receive your instructions in time, the payment may be processed and we will not be liable for making that payment in any way.

Sharing of Information. By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. **We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.**

Fees. There may be fees that apply to Home Banking and/or Bill Pay services. Please see your Fee Schedule for more information.

Termination. You may terminate your Home Banking and/or Bill Pay service at any time. Termination of your Home Banking services will automatically terminate your Bill Pay service. **You must cancel all future payments prior to canceling the service.** If you do not, we may continue making payments and will not be liable in any manner for doing so.

We may terminate your Home Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts.

Liability; Warranty. If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Home Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.