

OREGONIANS CREDIT UNION DEBIT CARD DISCLOSURE

This Debit Card Disclosure governs your and our rights and responsibilities concerning the VISA Debit Card ("Debit Card") services offered to you by Oregonians Credit Union ("Credit Union"). The words "you" and "yours" mean the Member. The words "we," "us," and "our" mean Oregonians Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Account Card, signing or using a Debit Card, you agree to the terms and conditions in this Disclosure, and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through Debit Card purchases and transactions at automated teller machines ("ATMs") involving your deposit accounts at the Credit Union.

1. Debit Card Services.

a. ATM Transactions. You may use your VISA Debit Card and personal identification number (PIN) at automated teller machines of the Credit Union and such networks at the Credit Union designates from time to time. At the present time, you may use your VISA Debit Card to make the following transactions.

- Make deposits to your checking account;
- Withdraw cash from your savings or checking accounts; and
- Other transactions may be offered or permitted in the future.

b. Purchase Transactions. You may use your VISA Debit card to make purchases of goods and services from participating merchants accepting VISA Debit Cards. Your Card purchases will be deducted from your checking account. You agree to pay a fee any time your Card is retained by a merchant as set forth in the Fees and Charges. 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 transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. In addition, you will be charged an International Transaction Fee of 1% for any card transaction made in a foreign country. This fee applies to any card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States. 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 any overdraft protection plan or may terminate all services under the Agreement. You may not use your Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe may be illegal or unlawful.

2. Debit Card Service Limitations.

a. ATM Transactions

(1) **Cash 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 on the Schedule of Rates/ Fees, based on number of transactions and dollar amount of transactions. You may withdraw between \$20 to \$500 per day (if there are sufficient funds in your account; individual limits vary based on security assessment—members will be notified of limits) at any authorized ATM or POS terminal, subject to limits placed on each individual ATM. You understand that owners of nonproprietary ATMs may charge a fee for transactions of those ATMs. This is not a fee imposed by the Credit Union. You will be responsible for any fee charged for using a nonproprietary ATM. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

(2) **Deposits.** You may make deposits only at ATMs owned and operated by the Credit Union or machines at participating networks (currently Exchange/Accel, Plus and Interlink). Because of the servicing schedule and processing time required in ATM operations, there is a delay

between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

(3) Transfers. You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

b. Purchase Transactions. There is no limit on the number of Check Card or POS purchase transactions you may make by Card during a statement period. You may make daily purchases up to the available funds in your account. Aggregate purchases may not exceed the balance in your checking account, plus the unused portion of your overdraft line of credit (if applicable). The Credit Union reserves the right to refuse any transaction that would draw on insufficient funds, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. We may set other limits on the amount of any transaction, and you will be notified of those limits. You may not use your Card or Account for any unlawful or illegal transaction. The Credit Union may refuse to authorize any transaction which it believes may be illegal or unlawful. You are solely responsible for any disputes you may have with merchandise or services received using the Check Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

3. Conditions of Account/Card Use. The use of your Account and Debit Card are subject to the following conditions:

a. **Ownership of Card.** 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.

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. **Security of Access Code.** The personal identification number (PIN) or access code you select for any EFT (electronic fund transfer) service 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 your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. 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 these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

4. Member Liability. 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 PIN/access code, 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, Card or PIN/access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Check 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 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, 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 EFT service, 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.

Also, if your statement shows EFT transfers that you did not make, 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 Visa Check 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 or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 503.239.5336 or 800.982.2974 or write:

Oregonians Credit Union
6915 SE Lake Road
Milwaukie, OR 97267

5. Fees and Charges. You agree to pay the fees and charges applicable to your Card use and Account as set forth in the Rate and Fee Schedule. In addition, you should be aware of transaction surcharges that may be assessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.

6. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- 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 merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

7. 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 account 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 enough money in your account to make the transfer, your account is dormant, your account is closed, or the transfer would go over the limit on your line of credit.
- b. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions or if the Card has expired or is damaged and cannot be used.
- c. If the ATM where you are making the transfer does not have enough cash, or was not working properly and you knew about the problem when you started the transaction.
- d. If your computer fails or malfunctions or the phone lines or Credit Union computer were not properly working and such problem should have been apparent when you attempted such transaction.
- e. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- f. If the funds in your account are subject to an administrative hold, legal process or other claim.
- g. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

- i. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- 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.
- k. 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 the merchant directly. The Credit Union is not responsible for investigating such errors.
- l. If the error was caused by a system of any of the designated ATM or POS networks, or the Bill Paying processor.
- m. If there are other exceptions as established by the Credit Union.
- n. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

8. Termination of Debit Card Services. You agree that we may terminate this Agreement and your use of your Debit Card services and the use of your Debit Card, if you or any authorized user of your 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 access code or Card; or you or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service 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.

9. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with advance written notice before the effective date of any change.