



ATM Card Electronic Services Disclosure and Agreement

Effective February 2012

In this Disclosure and Agreement ("agreement"), the words "you" and "your" mean each and all of those who apply for and/or use the Automated Teller Machine (ATM) card issued by California Coast Credit Union. The words "we," "us," "our," and "credit union" mean CALIFORNIA COAST CREDIT UNION. Your acceptance, retention or use of the ATM card "card" constitutes your agreement with the credit union as described below.

This disclosure and agreement applies to ATM electronic fund transfer services at credit union owned ("Proprietary") ATMs and on "shared network" ATMs such as the CO-OP Network, and other systems as may be added from time to time and Point of Sale (POS) services. You understand that the agreements, terms, conditions, rules and regulations applicable to your checking account, savings account, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this agreement. If any part of this agreement should be held to be unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

You agree to the following terms and conditions and any changes or amendments.

Change in Terms We may change the terms and charges and may amend, modify, add to, or delete from this agreement from time to time. You will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Credit Union Liability for Failure to Make or Complete Electronic Funds Transactions If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

- 1) Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- 2) Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction;
- 3) The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- 4) We have received incorrect or incomplete information from you or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner);
- 5) The ATM, POS terminal, or other electronic services system was not working properly and you knew about this breakdown when you started the transaction;
- 6) The ATM where you were making the transaction did not have enough cash, or cash in the denominations you requested;
- 7) Your card has been reported lost or stolen, or your card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by us at your request, or because your card and/or PIN has been repeatedly entered incorrectly;
- 8) Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
- 9) There may be other exceptions.

Delayed Funds Availability Funds you deposit into your account through an ATM will not be available until the second business day after the day of the deposit. This could delay your ability to withdraw funds. In some cases, this time period may be extended. For further details, see the credit union's "Your Ability to Withdraw Funds".

Disclosure of Account Information to Third Parties We will disclose information to third parties about your account or transfers you make when it is necessary to complete an electronic transaction; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; to comply with a government agency or Court order, or any legal process; or if you give us written permission.

Fees and Charges All fees associated with your ATM card are disclosed in the credit union's *Service Charge Schedule for Consumer Accounts*.

In Case of Errors or Questions About Your Electronic Services Transactions You must telephone us at (877) 495-1600 or write us at California Coast Credit Union, P.O. Box 502080, San Diego, CA 92150-2080, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must: 1) Tell us your name and account number; 2) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is

an error or why you need more information; and 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred 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 errors involving new accounts, Point of Sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

Business ATM Cards We must receive written notice and, at our request, an affidavit regarding any dispute in a form which is satisfactory to us within a reasonable amount of time (not to exceed 30 calendar days from the date of discovery or receipt of the first statement, or notice reflecting the problem, whichever occurs first). If you do not notify us within these timeframes, we will assume that you authorized the transactions. We will notify you of the results of the investigation pertaining to your claim, the reason for the decision and the course of action, if any, we will take.

Merchant Transactions The merchant, and not the credit union, is responsible for error resolution and questions concerning transactions initiated at Point of Sale terminals. If you think your statement or receipt is wrong or if you need more information about a Point of Sale transaction, you may contact us at the telephone number and/or address provided, above. We will provide you with the appropriate telephone number and address of the merchant so that your questions and inquiries may be properly addressed by that merchant.

Governing Law This agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

Illegal Transactions Your card, or any other access device or method of transaction may not be used for any illegal activity or transaction. You understand that you may not utilize your card, or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transaction identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Liability for Unauthorized Transactions and Advisability of Prompt Reporting You must tell us AT ONCE if you believe your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account. However, if you believe your card and/or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card, and/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(s) and/or PIN(s) and we can prove we could have stopped someone from using your card(s) and/or PIN(s) without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

Business ATM and POS Transactions The error resolution and liability provisions applicable to consumer accounts found on the back of your periodic statements or with other documents you may have received from us do not apply to non-consumer accounts (e.g. Business Accounts).

Limitations on Frequency and Dollar Amount of Transactions

ATM Transactions

- 1) Withdrawals from most ATMs are limited to a maximum of \$510 per day in collected funds. The daily limit for members under 18 years of age is \$250 in collected funds. Selected products may have lower limits. If the credit union is offline, withdrawals are limited to \$100 within a 72 hour period. Withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, at our sole discretion.
- 2) The minimum advance you can make on your line of credit is \$25. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine you access.
- 3) For security reasons, in the event your card or PIN is lost or stolen, there may be restrictions on transactions you can make on the ATM system.

Point of Sale (POS) Transactions You may withdraw cash from your checking account by using your card and PIN at financial institutions or others who honor the card and PIN to pay for purchases, from merchants, financial institutions, and others who honor the card. You may generally obtain a daily limit of \$1,010 in collected funds in your account, in goods, fuel or other services. The daily limit for members under 18 years of age is \$250 in collected funds. Selected products may have lower limits. You can request a receipt from the merchant at the time of purchase. Merchants may assess a fee for the transaction, which will appear on your monthly statement.

Making Electronic Fund Transactions You agree to follow the instructions posted or otherwise given by us or any ATM Network or POS terminal concerning use of the machines.

Ownership of the Card The card remains the property of California Coast Credit Union and you agree to surrender the card to us upon demand. We may cancel, modify or restrict the use of any card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of this agreement, whether or not we suffer a loss, or where necessary to maintain or restore the security of your account or the ATM or POS system. We also reserve the right to recall the card through retrieval at any of the ATMs.

Personal Identification Number We will issue you a Personal Identification Number (PIN). This number should be memorized. After memorizing it, you must destroy the document listing the number. Unless used with your signature at merchants displaying the MasterCard symbol, your accounts can only be accessed by the use of an access device with the PIN. You must not lend your card or reveal your PIN to anyone. If you forget your PIN, you must contact us and we will issue you a new one. You can visit a branch office to select your own PIN at any time.

Returns and Adjustments Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip that we will post to your checking Account.

Right to Receive Documentation of Transactions

- 1) **Transaction Receipt** You will receive a receipt at the time you make any transfer to or from your account. You should retain this receipt to compare with your statement from us.
- 2) **Periodic Statement** You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using ATMs, POS terminals, or at merchant locations which will show the calendar date that you initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly.

Safety at the ATM You understand that you must use caution at all times when using an ATM. Some precautions you can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock your vehicle when you leave it; have your card in your hand as you approach the machine; avoid reaching in your wallet or purse in front of the machine; avoid counting your cash at the machine; lock the vehicle doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If you feel unsafe for any reason, you must leave the area immediately. If someone follows you after using the ATM, you must quickly go to a safe area that is well populated and well lit. You should report any incident to the police as soon as possible.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction If you believe your card and /or PIN has been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (877) 495-1600, or write us at: California Coast Credit Union, P.O. Box 502080, San Diego, CA 92150-2080.

Termination of Electronic Funds Transaction Services You may, by written request, terminate any of the electronic services provided for in this agreement. We may terminate your right to make electronic funds transactions at any time upon written notice. If you ask us to terminate your account or the use of the card, you will remain liable for subsequent authorized transactions performed on your account.

Types of Available Transactions and Limits on Transactions

ATM Transactions Transaction types and services may be limited on certain ATMs on systems which are not owned by us (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction". The ATM services which we make available to you are:

- 1) Deposits to your savings and checking account at designated proprietary ATMs and designated shared network ATMs;
- 2) Withdrawals from your savings and checking account at proprietary ATM(s) and some shared network ATMs;
- 3) Transfers from your savings account to your checking account within the same account number at proprietary ATMs and some shared network ATMs;
- 4) Loan payments made by transfer of funds from your savings or checking account at designated proprietary ATMs and designated shared network ATMs;
- 5) Advances on your line of credit at proprietary ATMs only;
- 6) Balance inquiries at proprietary ATMs and at CO-OP Network ATMs;
- 7) We may offer additional services in the future and, if so, you will be notified of them.

Point of Sale Transactions You understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against your checking account for the anticipated amount. The hold may remain in effect from the time the notice is received by us up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from your checking account.

Use of the Card The following conditions must be observed for both the privacy and protection of your account and the system:

- 1) YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
- 2) YOU MUST NOT TELL ANY UNAUTHORIZED PERSON YOUR PIN OR WRITE YOUR PIN ON YOUR CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
- 3) YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR CARD AND/OR PIN.;
- 4) IF YOU AUTHORIZE US TO ISSUE A CARD TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD;
- 5) IF YOU GIVE YOUR CARD OR PIN TO ANYONE, ANY WITHDRAWALS OR TRANSFERS BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU.

Verification All transactions affected by use of the ATMs, POS terminals, or other electronic transaction contemplated hereunder which would otherwise require your "original" signature, or other authorization, shall be valid and effective as if signed by you when accomplished by use of your Card and/or PIN or as otherwise authorized under this agreement. Deposits at an ATM are subject to verification by us. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, your member number and where you want your deposit to go.



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