

QUALSTAR CREDIT UNION ATM/VISA CHECK CARD AGREEMENT

This Agreement covers electronic funds transfers, including the ATM/Visa Check Card issued by Qualstar Credit Union. In this Agreement the words "you," "your," "yours," and "applicant" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," and "our" means Qualstar Credit Union. The word "Card" means any one or more debit or ATM cards issued under this Account. If you sign an application for this Account or sign or use any Card or personal identification code (PIC/PIN) or allow others to use the Card or PIC/PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account. By signing the Account Card or signing or using a Card, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") include electronically initiated transfers of money through check card transactions, and automated teller machines ("ATMs") transactions involving your deposit accounts at the Credit Union.

1. Services.

- a. **ATM.** You may use your Card and Personal Identification Code (PIC/PIN) in ATMs of the Credit Union, ATMs within the PLUS System Network, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
 - Make deposits to your regular share or your checking account
 - Withdraw cash from your share and checking account
 - Transfer funds between your share and checking account
 - Obtain balance information for your share account or checking accounts
 - Access your Line of Credit or Visa Credit Card Account (Any line of credit or Visa Credit Card accessed by this card are governed by your Loan Contract Agreement or Visa Credit Card Agreement, whichever is applicable), if allowed by the ATM being used.
- b. **Visa Check Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals and PLUS System. 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 may treat the transactions as an overdraft pursuant to the overdraft protection plan or may terminate all services under this Agreement.

2. Services Limitations.

- a. **ATM Card.**
 - 1) Withdrawals. Cash withdrawals from ATMs can be made as often as you like. A fee may be assessed for an excessive number of withdrawals. Withdrawal limits are assigned by account type. The standard ATM withdrawal limit is \$300 per day— your daily ATM withdrawal limit may be higher; contact Qualstar to verify your limit. ATM withdrawals include combinations of savings, checking or Line of Credit withdrawals. ATM withdrawals are permitted only if you have sufficient available funds in your account to cover the full amount of the transaction, or if you have opted-in for Courtesy Pay coverage.
 - 2) Deposits. 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 regular share savings and checking accounts up to the available balance in your accounts at the time of the transfer at available locations.
- b. **Visa Check Card.** There is no limit on the number of check card or Point of Sale (POS) Transactions you may make during a statement period. The standard daily purchase limit for Simply Checking is \$2,500 per day. If you have a Premier Checking Account, your daily purchase limit is \$5,000 per day. The daily purchase limit for MyCash Checking is \$500. POS Transactions are permitted only if you have sufficient available funds in your account to cover the full amount of the transaction, or if you have opted-in for Courtesy Pay coverage. The Credit Union may set other limits on the amount of the transaction, and you will be notified of those limits.

3. **Security of Personal Identification Code (PIC/PIN).** The personal identification code/number (PIC/PIN) issued to you is for your security purposes. The code is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIC/PIN. You agree not to disclose or otherwise make your PIC/PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIC/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 card and account services immediately.

4. **Member Liability.** You are responsible for all transfers you authorize using your EFT card services under this Agreement. If you permit other persons to use an EFT card service, Card or 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 access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For VISA 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 card 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 card 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 card transactions 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 full amount of the loss, if we can prove that we could have stopped someone from making the transactions if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

(425) 643-3400 local
(800) 848-0018 toll free

Or write: Qualstar Credit Union
P.O. Box 96730 Bellevue, WA 98009-7730

5. **ATM Surcharge.** If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

6. **Illegal Activity.** You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

7. **Business Days.** Our business days and hours are Monday through Thursday, 9:00 am to 5:00 p.m. and Fridays, 9:30 am to 6:00 pm. Holidays are not included.

8. **Fees and Charges.** We may impose the following charges for ATM and Visa Check Card Services:

- Withdrawal fee – there is a charge for each withdrawal from a regular share/savings account in excess of 3 per calendar month. There is also a charge for each withdrawal from a Money Market account in excess of 6 per calendar month. Please refer to the current Fee Schedule available at www.qualstarcu.com/rates-and-fees.
- ATM fee -on all accounts except for Premier Checking, there is a charge for each ATM withdrawal after 10 ATM withdrawals per calendar month. Please refer to the current Fee Schedule available at www.qualstarcu.com/rates-and-fees.
- Overdraft/Courtesy Pay fee- there is a charge for each transaction which overdrafts your account. Please refer to the current Fee Schedule available at www.qualstarcu.com/rates-and-fees.
- Lost card replacement fee- there is a charge for each card reported lost. Please refer to the current Fee Schedule available at www.qualstarcu.com/rates-and-fees.
- Non-sufficient Funds (NSF) fee- there is a charge for each NSF deposit made through the ATM. Please refer to the current Fee Schedule available at www.qualstarcu.com/rates-and-fees.
- Visa Currency Conversion/International Service Assessment Fee - 1% of the U.S. dollar equivalent of any transaction done with a merchant or processor in a foreign country. See item #17.

Fees and charges may be changed from time to time. We will notify you of any changes as required by law. www.qualstarcu.com/rates-and-fees

9. Right to Receive Documentation of Transfers

- a. Periodic Statements. Transfers and withdrawals transacted through an ATM or Visa Check Card purchases will be recorded on your periodic statement.
- b. 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.
- c. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or any Visa Check Card purchase.

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

- a. As necessary to complete transfers and to offer other services from our subsidiary;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders; or
- d. If you give us written permission.

11. 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 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 inactive, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong Card or PIC/PIN, or you used a Card or PIC/PIN in an incorrect manner.
- c. If the Card has expired or is damaged and cannot be used.
- d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- e. If the ATM was not working properly and you knew about the problem when you started the transaction.
- f. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- g. If the money in your account is subject to legal process or other claim.
- h. If your account is frozen because of a delinquent loan.
- i. If there are other exceptions as established by the Credit Union.
- j. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

12. Termination of Electronic Fund Transfer Card Services. You agree that we may terminate this Agreement and your electronic fund transfer card services, if:

- a. You, or any authorized user or your Card or PIC/PIN, breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your Card or PIC/PIN;
- c. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- d. You are terminated from Credit Union membership.

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.

13. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. Billing Errors. In case of errors or questions about your electronic transfer card transactions, telephone us at the phone numbers or write us at the address set forth above 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 or error appeared.

- a. Tell us your name and account number.
- b. Describe the electronic transfer card 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.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days). 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 within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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

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

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

16. ATM Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposits Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your ATM card.
- h. Report all crimes to law enforcement officials immediately.

17. Foreign Country Transaction Exchange Rates and Fees. The following applies if you use your Visa for a transaction with a merchant or processor in a foreign country: If the transaction is in foreign currency, Visa International will convert the charge into the U.S. dollar equivalent. The exchange rate on Visa charges in a foreign currency and in foreign countries between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa International from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. Visa charges a 1% Currency Conversion/International Service Assessment fee for each transaction done with a merchant or processor in a foreign country (including telephone and internet transactions). You understand and agree to pay the 1% fee charged to you by Visa through QCU in addition to your actual charges.