

CACHE VALLEY BANK DEBIT CARD DISCLOSURE – ELECTRONIC FUNDS TRANSFERS
OUR RIGHTS AND RESPONSIBILITIES March 2016

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

You should keep this notice for future reference.

ATM Transfers – types of transfers and dollar limitations – You may access your account(s) by ATM using your VISA Check Card and personal identification number, to:

- Get cash withdrawals from checking account(s) with a debit card
 - You may withdraw no more than \$300.00 per day
- Get cash withdrawals from savings account(s) with a debit card
 - You may withdraw no more than \$300 per day
- Transfer funds from savings to checking account(s) with a debit card
- Transfer funds from checking to savings account(s) with a debit card
- Get information about:
 - The account balance of your checking account(s) with a debit card
 - The account balance of your savings account(s) with a debit card

Some of these services may not be available at all terminals.

Type of VISA Check Card Point-of-Sale Transactions – you may access your checking account(s) to purchase goods (in person, by phone or online), pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point of Sale Transactions – dollar limitations – Using our card:

- You may not exceed \$1,000 in transactions per day (contact financial institution for when the “day” begins and ends)

Currency Conversion – When you use your VISA Check Card at a merchant that settles in a currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA from the range of rates available in wholesale currency markets for the application 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory Against Illegal Use – You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-VISA Debit Transaction Processing – We have enabled non-VISA debit transaction processing. This means you may use your VISA branded debit card on a PIN-Debit Network (a non-VISA network) without using a PIN. The non-VISA debit network(s) for which such transactions are enabled are: PULSE Network.

Examples of the types of actions that you may be required to make to initiate a VISA transaction on your VISA-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, internet, or kiosk locations) responding to a logo displayed at a payment site and choosing to direct payment through the network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to VISA transactions are not applicable to non-VISA transactions. For example, the additional limits on liability (sometimes referred to as VISA’s zero-liability program) and the streamlined error-resolution procedures offered on VISA debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

**VISA Rules generally define PIN-Debit Network as a non-VISA debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

FEES

- We will charge you \$10.00 to replace a lost debit card

ATM Operator/Network Fees – 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 funds transfer).

DOCUMENTATION

- **Terminal Transfers** – you can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Periodic Statements** – You will get a monthly account statement from us for your checking accounts.
 - You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month; in any case, you will get a statement at least quarterly.

FINANCIAL INSTITUTION’S LIABILITY

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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.

- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account of the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(A) Consumer Liability

Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or 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 and/or code, and we can prove we could have stopped someone from using your card and/or code 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, 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.

Additional Limit on Liability for VISA Check Card – Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Check Card. This additional limit on liability does NOT apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA.

(B) Contact in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers - Call or write to us at the telephone number or address listed on this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any)
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA check card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA Check Card point-of-sale transaction processed by VISA and 20 business days if the transfer involved a new account) 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. Your account is considered a new account the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

**CACHE VALLEY BANK
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LOGAN, UT 84321
1-888-418-5333**

**Business Days: Monday through Friday
Excluding: Federal Holidays**