



# STCU Debit Card/ ATM Access Agreement

This Agreement covers your and our rights and responsibilities concerning the Debit Card (Card) and ATM access services offered to you by Spokane Teachers Credit Union ("STCU"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," "our" and "Credit Union" mean Spokane Teachers Credit Union. The word "account" means any one or more deposit accounts you have with STCU. By signing the Account Card or signing or using a Debit Card, each of you, jointly and severally, agree to be bound by the terms and conditions of the STCU Membership and Account Agreement, STCU's Electronic Services Agreement and this STCU Debit Card/ATM Access Agreement, and any amendments.

Electronic funds transfers (EFTs) include electronically initiated transfers of money through automated teller machines (ATMs), point of sale (POS) terminals and Debit Card purchases with participating merchants involving your deposit accounts at STCU.

## 1. Services.

- a. **ATMs.** You may use your card and personal identification number (PIN) in automated teller machines of STCU, our participating card networks, and such other machines or facilities we may designate. At the present time, you may use your card to make the following transactions on your account:
  - Withdraw cash from your savings and checking accounts.
  - At designated ATMs to make deposits, inquiries, or transfers between your savings and checking accounts.
  - Other transactions as offered and permitted in the future.
- b. **Debit Card.** There are a variety of means that you may employ to make a purchase of goods and services any place that your card is honored by participating merchants. You may present your card to a participating merchant and sign the sales draft, enter your PIN into the point of sale terminal, or identify your card number and expiration date to a participating merchant for the purpose of making a purchase or payment by telephone or over the Internet.

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, STCU may treat the transaction as an overdraft request pursuant to any applicable overdraft protection plan or may terminate all services under this agreement.

Your monthly statement will identify the merchant, financial institution, or electronic terminal at which transactions were made, but STCU does not return sales, cash advance, credit or other slips with the statement. You will retain the copy of such slips or documents furnished at the time of the transaction in order to verify the monthly statement. STCU may assess a reasonable charge for photocopies of slips you request.

You may not use your card for an illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

## 2. Service Limitations.

- a. **ATM Machines.**
  - (i) **Cash Withdrawals.** There is a limit on the number of cash withdrawals you may make at credit union ATMs and nonproprietary ATMs of 25 withdrawals per day. For all accounts except for student checking, you may withdraw up to \$1,010 (if there are sufficient funds in your account) per calendar day, at any authorized ATM, subject to limits placed on each individual ATM. For student checking, you may withdraw up to \$510 (if there are sufficient funds in your account) per calendar day, at any authorized ATM, subject to limits placed on each individual ATM.
  - (ii) **Transfers.** You may transfer funds between your savings and checking accounts up to the balance in your account at the time of the transfer at available locations.
- b. **Deposit.** The servicing and processing schedule of automated teller machines may result in delay between the time a deposit is made and when it will be available for withdrawal. You should refer to STCU's Funds Availability Policy.
- c. **Debit Card/POS Purchases.** For all accounts except for student checking you may make debit purchases at participating merchants and POS terminals up to the maximum amount of \$5,000 per calendar day. There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day. For student checking, you may make debit purchases at participating merchants and POS terminals up to the maximum amount of \$500 per calendar day. There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day.

## 3. Conditions of Card Use.

The use of your card and account are subject to the following conditions:

- a. **Ownership of Cards.** 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. **Access Devices.** An access device or "Mobile Device" means a smartphone, tablet, or any other hand held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number ("Digital Card Number") and use that Digital Card Number to make debit card transactions. You should secure Mobile Devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it. If you authorize anyone to use your access device with your stored debit card number in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately.

d. **Security of Personal Identification Number (PIN).** The personal identification number (PIN) issued to you is for your security purposes. This access code is confidential and should not be disclosed to third parties or recorded on or with the card or your account information. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying STCU and changing your access code immediately. If you fail to maintain the security of these access codes and STCU suffers a loss, we may terminate your ATM and account services immediately.

e. **P2P External Transfers.** P2P is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a network we select. Certain merchants offer P2P service apps to enable a person to send or receive one-time electronic money transfers through a debit card. You may use your account or card to transfer funds to third parties through money transfer applications. The payment application you select is a payment service provider that helps you make payments to persons you designate. We are not responsible for the identity of any recipient to whom you have authorized a payment or to ensure that a recipient will complete a transaction. If you don't know the person, or you aren't sure whether you'll get what you paid for (for example, items bought from an online bidding or sales site), you shouldn't use a P2P money transfer service to make a payment. You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P payments and may at its sole discretion disallow the use of P2P payments from any Credit Union member. When an Online Banking P2P Payment is made, the funds are typically withdrawn from your account within 1-3 business days. It is your responsibility to have the funds available when you initiate the transaction and maintain those funds in the account for withdrawal. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer. You agree that you are fully responsible and liable for any transaction errors or damages or claims resulting from your set up and initiation of a P2P transfer. There is no protection program offered for any authorized payments made through P2P services - for example, if you don't receive the item you paid for or the item isn't as described or as you expected. If you choose to utilize a P2P service, this is considered the equivalent to sending cash.

## 4. Member Liability.

a. **Authorized Transactions.** You are solely responsible for all transfers you authorize using the Debit Card services under this Agreement. Also, if you permit any family member, friend or other persons to use your Card, PIN, access device or access code, you are fully responsible for all transactions they authorize or conduct with your Card, PIN or access code, even if the amount exceeds your expressed or implied instructions. Once you authorize a person to use your Debit Card, PIN, access device, or access code, their use of the Card, PIN, access device, or access code is deemed authorized until you notify STCU that their authority is revoked. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

b. **Liability for Unauthorized Use.** For Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. Your liability for unauthorized use of your Debit Card will be zero dollars if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly report the loss or theft to us and provide a written statement regarding your unauthorized Debit Card claim, otherwise the following liability may apply. For all other 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 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. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows transactions that you did not make, tell us at once. If you notify us of suspected fraud within 60 days of the statement date on which the fraudulent transactions first appear, we will not hold you responsible for confirmed fraudulent transactions. 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 Debit Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized Debit Card 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.

c. **Notification to Credit Union.** Tell us at once if you believe anyone has used your Card, PIN, access device or access code and accessed your accounts without your authority or if you believe that a transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. If you believe your Card, PIN, access device, or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call:

Washington:	(509) 326.1954
Idaho:	(208) 619.4000
Toll Free in the US and Canada:	(800) 858.3750

or write:

STCU  
1620 North Signal Drive  
Liberty Lake, WA 99019-9517

5. **Business Days.**

Our business days are Monday through Friday. Holidays are not included. Most ATMs operate seven (7) days a week, 24 hours a day.

6. **Fees and Charges.**

There are certain charges for electronic funds transfer services as set forth in the Rate and Fees Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. Fees may include:

- **Overdraft Fee \$29.00** for any debit card transaction that overdraws your account, if you have requested the Privilege Pay service.
- **ATM Surcharges.** If you use an ATM that is not operated by STCU, 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.
- **Currency Conversion/Foreign Transaction Fee.** Purchase and cash advance transactions made in or with merchants located in foreign countries or in foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions is a rate selected by our card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, we may charge you a Foreign Transaction Fee of 2% of the settled transaction amount in U.S. dollars for all purchase transactions made in or with merchants located in a foreign currency or in a foreign country, regardless of currency conversion.

7. **Right to Receive Documentation.**

- a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal or participating merchant will be recorded on your periodic statement. 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.
- b. **Terminal Receipt.** You will receive a receipt at the time you make a transaction (except inquiries) using an ATM or POS terminal or with a participating merchant, except some electronic terminals will not provide you receipts for transactions of \$15 or less.

8. **Account Information Disclosure.**

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We may disclose information to third parties related to your electronic funds transactions 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, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

9. **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 the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong PIN or you used an ATM, PIN or card in an incorrect manner.
- c. If the automated teller machine (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. The ATM machine may retain your card in certain instances, in which you may contact STCU about its replacement.
- d. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.

- e. If the money in your account is subject to legal process or other claim or is frozen because of a delinquent loan.
- f. If the error was caused by a system of the designated ATM Networks or any other participating network.
- g. If there are other exceptions as established by STCU.

10. **Termination of EFT Services.**

You agree that we may terminate this agreement and your use of your EFT services and the use of your card if you or any authorized user of your PIN breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your PIN or card. 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.

11. **Notices.**

STCU reserves the right to change the terms and conditions upon which this service is offered. STCU will mail the 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 STCU account and any future changes to those regulations.

12. **Billing Errors.**

In case of errors or questions about your electronic transfers, 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 appears.

- a. Tell us your name and account number.
- b. Describe 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.
- 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 ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for Debit Card/POS transaction, new account transaction errors, or errors involving transactions initiated outside the United States). 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. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. **ATM Safety Notice.**

The following information is a list of safety precautions regarding the use of ATM and Night Deposit 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, cancel the transaction and leave.
- 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 card or store in your purse or wallet.
- h. Report all crimes to law enforcement officials immediately.

14. **Indemnity.**

If you ask STCU to follow instructions that STCU believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damage, whether directly or indirectly, STCU may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend STCU against any claims and pay all legal fees and costs associated with the defense.

15. **Waiver.**

Any waiver for any term or condition stated in this agreement must be in writing and signed by an officer of STCU and shall not be considered as a waiver of any future or other obligation or right.

**16. Severability.**

In the event that any paragraph of this agreement or any portion is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this agreement shall not be invalid or unenforceable and will continue in full force and effect.

**17. Governing Law.**

This agreement is governed by the bylaws of STCU, federal laws and regulations of the State of Washington and local clearing house rules, and card network operating rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which STCU is located.

**18. Enforcement.**

In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts assessed 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 STCU is located, if allowed by applicable law.

This credit union is federally insured by  
the National Credit Union Administration