



P.O. Box 2069
Vacaville, California 95696
(707) 449-4000 · (800)877-8328

ELECTRONIC FUND TRANSFER (EFT) AGREEMENT AND DISCLOSURE

The following terms and conditions governing Online Banking Electronic Funds Transfers (EFT) constitute a mutually protective service agreement between you and Travis Credit Union (the "Credit Union"). This agreement and disclosure supplement the terms and conditions in other disclosures. Please read this agreement completely and retain it with your personal records. By using, or allowing another person to use services offered by the Credit Union, you agree to be bound by the terms and conditions of this agreement and other agreements relative to specific services or accounts, copies of which will be provided upon request and upon opening of an account. By accessing this disclosure, you acknowledge electronic receipt of the Credit Union's Online Banking EFT Disclosure and Agreement. You agree that you have read this agreement in its entirety and will abide by its terms and conditions.

ATM and Debit Cards

Please refer to the ATM and Debit Card section of the Membership Agreement and Disclosure.

Unlawful Activity

You agree not to use any financial service provided by the Credit Union, including without limitation any credit cards, debit cards, loan transactions, or share checking or savings accounts, for any illegal or unlawful purpose. Any illegal or unlawful use of the Credit Union financial services by you may, at the option of the Credit Union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You agree to defend, indemnify and hold the Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney fees, arising out of, caused by, or related to your unlawful or illegal use of the Credit Union financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a Travis Credit Union financial service, including a debit card, VISA® or MasterCard®. Display of a VISA®, MasterCard®, or other payment logo by an online merchant does not mean that Internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

Change in Terms

The Credit Union reserves the right to change the terms and conditions of your account at any time. A notice of any changes that would affect your account will be mailed to you 21 calendar days in advance of the effective date of change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or accounts.

Password and Security

Bill Payment and other services can be set up with your password. If you give or make available your password, you may be obligated to pay any charges or amounts resulting from the use of your password by another person with your permission, whether or not the person stays within the limits set by you.

You could also be responsible for all bill payments set up by another to whom you gave your password. If you permit other persons to use your home banking service or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to access your account without your consent or has transferred money without your permission, you must notify us at once by calling the Member Service Center at (707) 449-4000 or (800) 877-8328 from 8:00 a.m. to 7:00 p.m. (PST) Monday through Friday, and 9:00 a.m. to 5:00 p.m. (PST) Saturdays, excluding holidays.

Please refer to the section entitled, "Your Liability for Unauthorized Transaction" for more information.

Documentation of Transactions

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will receive a statement at least quarterly.

Address Change

You agree to keep the Credit Union informed of your current address to ensure correct mailing of periodic statements.

Preauthorized (ACH) Transactions

Please contact your nearest Travis Credit Union branch or our Member Service Center at (707) 449-4000 or toll free at (800) 877-8328 before setting up any direct deposits. Direct deposits will reject without the proper coding.

Preauthorized Credits

If you have arranged to have direct deposits made to an account at least every 60 days from the same person or company, you may telephone Call 24 Phone Banking at (707) 449-4700 or (800) 578-3282 or our Member Service Center at (707) 449-4000 or toll free at (800) 877-8328 to find out whether or not the deposit has been credited to your account.

Preauthorized Debits (Outgoing Payments)

If you have arranged to have your account charged annually, quarterly or monthly by the same person or company, you may telephone Call 24 Phone Banking at (707) 449-4700 or (800) 578-3282 or our Member Service Center at (707) 449-4000 or toll free at (800) 877-8328 to find out whether or not the withdrawal or charge has been deducted from your account.

Notice of Payments in Varying Amounts

If regular authorized payments from your account vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose, instead, to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside prearranged limits set by you.

Right to Stop Payment

If you have arranged in advance to have preauthorized payments made out of your account, you can have these payments stopped. Contact your branch or call the Member Service Center at least three (3) business days before the payment is scheduled to be debited from your account. If you call, you will be required to put your request in writing. This request must be received by the Credit Union within 14 days after you call, otherwise, the "oral" stop payment request will be cancelled. A stop payment fee will be charged to your account according to the Credit Union's Fee Schedule. You must also notify the designated payee in writing that you have delivered a stop payment order to the Credit Union, as we do not notify the designated payee.

Documentation

All of your electronic funds transfers will be recorded on your regular periodic statement.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at: (707) 449-4700 or (800) 877-8328

Or write to: Travis Credit Union
P.O. Box 2069
Vacaville, CA 95696-2069

Do this as soon as you can if you think your statement or receipt is wrong or 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.

You will need to provide:

1. Your name and account number;
2. A description of the error or the transfer you are unsure about, explaining as clearly as you can, why you believe there is an error, or why you need more information; and
3. 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 has 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been open for 30 days or less) for the amount you think is in error. If the error concerns an electronic funds transfer that is (1) a foreign-initiated transaction, (2) a point of sale debit card transaction, or (3) a transaction occurring within the first 30 days after deposit to a new account, a 90-day investigation period in place of 45 days will apply. 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. You may ask for copies of the documents that we used in our investigation.

Our Liability

Travis Credit Union shall be liable to you for all damages if we do not complete a transaction to or from your account on time or in the correct amount according to our agreement. However, if the action or failure to act was not intentional and resulted from a good faith error, even though we maintain procedures reasonably adapted to prevent such error, we shall be liable for only actual damages proved.

Travis Credit Union's liability may arise:

1. If we do not make an electronic funds transfer, in accordance with 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.
 - b. If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
2. If we failed to stop payment of a preauthorized transfer from an account when instructed to do so in accordance with the terms and conditions of the account.

Travis Credit Union shall not be liable if our action or failure to act result from:

1. Through no fault of ours, you do not have enough money in your account to make the transaction.
2. The transaction would go over the credit limit on your personal line of credit, if you have one, or the available balance in another account, which had been previously designated as an overdraft source.
3. The network system was not working properly or there were other technical malfunctions, and you were aware of the malfunction when you started the transaction.
4. Circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transactions despite reasonable precautions taken by us.
5. The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
6. Your password was entered incorrectly.
7. The failure to complete the transaction was done to protect the integrity of the system or to protect the security of your account.
8. There may be other exceptions not specifically mentioned above.

Agreement to Name Third Parties to Disputes

In the event you initiate litigation (through arbitration or otherwise) relating to a dispute or Claim arising out of a matter that we allege was caused or contributed to by one or more of our vendors, you agree to name such vendors as additional defendants in any such litigation and to seek from them their proportional share of your damages.

Termination of Agreement

The Credit Union reserves the right to terminate this Agreement and/or your use of the Home Banking services with or without cause. We may do so immediately if:

1. You or any authorized user of your account breaches this or any other agreement with the Credit Union.

2. We have reason to believe that there has been or might be an unauthorized use of your account.
3. You or any authorized user of your account requests that we do so.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this agreement or to exercise any right or remedy available under this agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe that someone has transferred or may transfer money from your account without your permission or if your access code has been compromised. Telephoning is the best way of keeping your possible losses down. Call us at the telephone numbers listed at the end of this disclosure. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your code without your permission.

If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your code, and we can prove that we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.00. If you have authorized someone else to use the code, you are responsible for all transactions which that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

If your statement shows a transfer that you did not make, 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 without your permission if you had told us in time. Should some emergency arise such as extended travel or hospitalization that prevents you from telling us, a reasonable extension of time will be allowed.

Account Information Disclosure

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

1. Where it is necessary to complete the transfers.
2. In order to verify the existence or condition of your account for a third party, such as a credit bureau.
3. In order to comply with government agencies or court orders.
4. If you give us your written permission.

Please refer to our Privacy Policy.

How to Contact Us

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