



651.215.3500
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ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE - REG E FOR VISA AND ATM CARDS

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. In this agreement, the words "you" or "yours" mean anyone who signs a membership or account application, account update or similar document. The words "we", "us", "our" and "Credit Union" mean Blaze Credit Union ("Blaze"). ("Account") means any one or more of your savings, money market, and checking/debit account(s) you have with us. ("Card") is any card or access device issued by Blaze to you or to those designated by you. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application, or by accessing any service, each of you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may change this Agreement at any time without prior notice unless prohibited by law. Changes may include deleting, the addition of a new term/condition or modifying existing terms or conditions. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

Suspension of electronic services, access to share or deposit accounts and access to the Courtesy Pay Program. Subject to applicable law, we may suspend some or all electronic services, ATM/debit cards, access to your checking/debit or other account(s) and access to the Courtesy Pay Program for the following reasons: a) if you become delinquent on any of your loans, b) your deposit account becomes negative, c) we have reason to suspect fraud is occurring or d) you have caused a loss to us. We shall not be liable to you in any regard in connection with such suspension of services. We do not have to provide notice to you regarding the suspension unless required to under applicable law.

TYPES OF ELECTRONIC FUND TRANSFER SERVICES

The following describes the services, if approved, that may be available, and some limitations that apply:

ATM Card. You may use your ATM Card and PIN (Personal Identification Number) to:

- Withdraw funds from your designated savings or checking/debit accounts.
- Make deposits to your designated savings or checking/debit accounts.
- Transfer funds between your designated savings or checking/debit accounts whenever you request.
- Obtain balance information on your designated savings or checking/debit accounts.

Limitations. The following limitations will apply to your ATM Card:

- The maximum dollar amount of cash withdrawals per day is \$500. There is no limit to the number of cash withdrawals you may make in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs/ITMs.
- Please see the Personal Fee Schedule for applicable ATM fees.

Visa Debit Card. You may use your Visa Debit Card and PIN to:

- Pay for purchases at places that have agreed to accept the Card.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Visa logo.
- Pay bills or make other transactions on Non-Visa Networks without a PIN*.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.
- Withdraw funds from your designated savings or checking/debit accounts.
- Make deposits to your designated savings or checking/debit accounts.
- Transfer funds between your designated savings or checking/debit accounts whenever you request.
- Obtain balance information on your designated savings or checking/debit accounts.

Some services on ATM or Debit Cards may not be available at all terminals. Some terminals operated by other financial institutions may have lower limits than stated above. The amount of purchases and/or cash obtained (if permitted) will be deducted from your account.

*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is \$500. There is no limit to the number of cash withdrawals you may make in one day.
- The maximum purchase price for any one transaction at a POS Terminal is \$5,000.
- For security reasons, there are other limitations to frequency and number of transfers you may make.
- Your available account balance may be reduced for preauthorizations for 3 - 30 business days or until the transaction clears.

Please see Personal Fee Schedule for applicable fees.

Phone Banking. If we approve Phone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Phone Banking to:

- Transfer funds from your savings, checking/debit, revolving line of credit, and money market accounts.
- Obtain balance information for your savings, checking/debit, loan, IRA, and money market accounts.
- Make loan payments from your savings, checking/debit, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking/debit accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Phone Banking via a touch-tone telephone only. Phone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

Limitations.

- There is no limit to the number of inquiries or transfer requests you may make in any one (1) day.

Digital Banking Transactions. You may access your accounts by personal computer or mobile device at blazecu.com. We reserve the right from time to time to revise the types of accounts that may be accessed. You may:

- Transfer funds to and from your accounts.
- Make deposits.
- Obtain balance information on your accounts.
- Verify whether a check or other item has cleared your account.
- Make loan payments from your accounts.
- Take advances from your line-of-credit loan account.
- Change your password(s) or log-in information.

You will not receive a receipt or confirmation for any transaction made through Digital Banking.

Health Savings Accounts. If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply as HSAs are not governed by Regulation E. However, provisions related to debit card payment process network providers, such as Visa's zero liability provisions for unauthorized use, do apply. When you use your HSA debit card to cover your card purchases, funds will be deducted from your HSA designated Checking Account.

At the present time, you may also use your card to:

- Make point-of-sale (POS) transactions with your card to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on HSA Checking Account transactions may apply:

- There is no limit on the number of HSA Checking Account purchases you make per day.
- The maximum purchase price for any one transaction at a POS Terminal is \$5,000.00.
- There is no limit on the number of POS transactions you may make in any one (1) day.

The Internal Revenue Service regulates this account and the transaction limitations. The terms of this disclosure are intended to align with the HSA Agreement provided to you at the time of opening your HSA. The terms of the HSA Agreement will prevail in the event of a conflict. Regardless, it is your responsibility to ensure any actions related to your HSA (such as contributions or distributions) comply with applicable law. Refer to the terms and conditions of your HSA Agreement and the applicable Internal Revenue Service regulations regarding those limitations. We do not monitor the purpose of any EFT transaction to or from your HSA account. It is your responsibility to ensure proper usage of this account, including using the funds in your HSA for valid purposes under state and Federal law. If you have questions about your HSA, please consult with a legal or tax professional.

Bill Pay

Please see separate Bill Payment Agreement & Disclosure provided when you sign up for this service.

Electronic Check Conversion & Electronic Returned Check Fees. If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking/debit account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

Preauthorized Electronic Funds Transfers. You may authorize one-time or recurring automatic payments from, and deposits into, your designated savings or checking/debit account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Blaze account; automatic payment(s) from your designated Blaze account to third parties; and automatic payment from your designated Blaze account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

OWNERSHIP AND AUTHORIZED USE

Any Card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the Card according to our instructions. We may repossess the Card at any time in our sole discretion without demand or notice to you. You cannot transfer the Card, PIN, or account to another person, and you will be liable for any transfers made by anyone to whom you give your Card or PIN.

ILLEGAL TRANSACTIONS

You shall not use your Card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

TERMINATION AND SUSPENSION

You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may also terminate this agreement by notifying you in writing or card capture. Termination does not affect any party's rights under this agreement regarding any transactions made before termination. You are responsible for notifying any third party vendor regarding any preauthorized electronic funds transfer. Subject to applicable law, we may also terminate or suspend some or all electronic services, ATM/debit cards, and access to your checking/debit or other account(s) for the following reasons: (a) if you become delinquent on any of your loans, (b) your deposit account is negative, (c) we have reason to suspect fraud is occurring or (d) you have caused a loss to us. We shall not be liable to you in any regard in connection with such suspension or termination of services. We do not have to provide notice to you regarding the suspension or termination of services unless required to under applicable law.

ACCOUNT UPDATING SERVICE

The debit card payment processing network (e.g., Visa) in which we participate has an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network's database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payments until recurring payments can be resumed. This service is provided as a free benefit to you. Blaze has no responsibility for the accuracy or timeliness of the account updating service or its database. If at any time you wish to opt-out of the account updating service or if you have any questions, please call 651.215.3500 or 888.347.7473 to do so.

FEES

There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Personal Fee Schedule that was provided to you. We do not charge for direct deposits to any type of account or for preauthorized payments from any type of account. ATM Fees: additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, in addition to the fee charged by us, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

RIGHT TO RECEIVE DOCUMENTATION

Periodic statements. Transfer and withdrawal transactions made through any card, Digital Banking or Bill Pay service, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly, unless the account balance falls below \$10 and there has been no activity during that period, in which case you would receive an annual statement.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, ITM, Point-of-Sale terminal, or Debit Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 651.215.3500 or 888.347.7473, or use Digital Banking to find out whether or not the deposit or debit has been made.

RIGHTS REGARDING PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 651.215.3500 or 888.347.7473 or write to us at PO Box 130670, Roseville, MN 55113 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Personal Fee Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person/party you are going to pay will tell you, 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 certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR 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:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your Card or access code in an incorrect manner.
- If the ATM/ITM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM/ITM, POS terminal, Digital Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

DISCLOSURE OF YOUR INFORMATION

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

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. As outlined in our Privacy Policy; or
5. As requested with your written or recorded permission.

LIABILITY FOR UNAUTHORIZED USE

Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund 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 of the money in your account (plus your maximum overdraft line of credit).

For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards): You will not be liable for any amount unless we can prove that you were negligent in the handling of your card.

If the unauthorized activity is due to loss or theft of the Card, you will be liable for no more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your Card or access code. If you tell us after 2 business days after you learn of the loss or theft but within 60 days after the unauthorized activity appears on your statement, and we can prove we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500. 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 may extend the time periods.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements.

You are liable for all transfers or purchases made via your Card(s), access code(s) or passwords that you authorize or allow. If you give your Card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your Card or via the service that he or she accesses, even if that person uses the Card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your Card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your Card or access code has been lost or stolen, call: 651.215.3500 or 888.347.7473 during normal business hours or write: PO Box 130670, Roseville, MN 55113. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

RIGHT TO BRING CIVIL ACTION

You may bring a civil action against any person/party violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Statutes applicable to the use of your Card, and may recover actual damages or \$500, whichever is greater, and punitive damages, together with court costs and reasonable attorney's fees incurred.

TIME TO COMPLETE TRANSACTIONS

The customary amount of time needed to make a Debit Card purchase at a merchant facility and have the transaction posted to your account may be days after the transaction is completed depending on when the merchant sends it to us for payment. Some transactions may take longer to post to your account depending on when a merchant submits it to us for payment. The customary amount of time needed to make a POS purchase at a POS terminal and have the transaction posted to your account is generally the same business day the transaction is completed. The customary amount of time needed to make a deposit, withdrawal or loan payment and have the transaction posted to your account is generally the same business day the transaction is completed.

REVERSAL OF TRANSACTIONS

You may not reverse any transaction when using your Card to pay for goods or services by transferring funds through a terminal. Payment for goods or services by a transfer of funds through a terminal shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

BILLING ERROR RESOLUTION *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: 651.215.3500 or 888.347.7473

By U.S. Mail: PO Box 130670, Roseville, MN 55113

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within 10 business days (5 business days for debit Card POS transactions) 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 POS 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 debit Card POS transactions) 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.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation. ***However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. See Personal Fee Schedule for any fees associated with such copies.

*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. *Does not apply to Non-Visa PIN-less transactions.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Federal Holidays are not included.

OTHER PROVISIONS REGARDING EFT CARDS AND SERVICES.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the Card will be liable for failure or refusal to honor your Card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a 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 (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Personal Fee Schedule, even if you are located in the United States.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the Card. You agree to safeguard the codes and agree not to disclose or otherwise make available your Cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying Blaze.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint owner is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM/ITM MACHINES

The following is a list of safety precautions that you should follow when using an ATM, ITM or Night Depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you after dark;
- If the ATM/ITM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- 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;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM/ITM or return at a later time if you notice anything suspicious while using or approaching the ATM/ITM. If you are in the middle of your transaction, cancel the transaction, take your Card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM Card; and
- Report all crimes immediately to the operator of the ATM/ITM or to local law enforcement officials. If emergency assistance is needed, call the police. If you have complaints or concerns about the security of the ATM/ITM, contact the operator of the ATM/ITM.