

## **CLACKAMAS COUNTY BANK ELECTRONIC BANKING**

Consumer Disclosure Statement and Agreement

Revised 2/14/2022

Below is important information concerning the Visa Check Card / Debit Card and Telephone Access (Audio Response)

### **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are the types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. **It is important that this disclosure only pertains to Consumer Transactions and Does Not Apply to business purpose transactions.** 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, dollar limitations, and charges –**

You may access your account(s) by ATM using your Clackamas County Bank Debit Card and personal identification number to:

##### **-Deposit funds to your checking account:**

- Withdraw cash from your checking account.
- You may withdraw up to a maximum of \$309.00 for Debit cards, \$509.00 for VISA check cards, or \$1,009.00 for Preferred VISA check cards (if there are funds in your account) per day.
- There is a charge of \$.75 per withdrawal at ATMs we do not own or operate.
- There is no charge for ATM withdrawals at machines owned by us.
- An ATM surcharge may be imposed on the customer by an ATM operator for a transaction conducted at an ATM not operated by the customer's card issuing financial institutions.
- A fee may be imposed on the customer by any national, regional, or local network utilized to effect the ATM transaction.
- Unlimited ATM usage: For \$3.25 per month you can access cash from any non CCB ATM throughout the continental United States and Canada for immediate cash from your CCB checking account.

##### **-Deposit funds to your savings account:**

- Withdraw cash from your savings account.

- You may withdraw up to a maximum of \$309.00 for Debit cards, \$509.00 for VISA check cards, or \$1,009.00 for Preferred VISA check cards (if there are funds in your account) per day.
- There is a charge of \$.75 per withdrawal at ATMs we do not own or operate.
- There is no charge for ATM withdrawals at machines owned by us.
- An ATM surcharge may be imposed on the customer by an ATM operator for a transaction conducted at an ATM not operated by the customer's card issuing financial institution.
- A fee may be imposed on the customer by any national, regional, or local network utilized to effect the ATM transaction.
- Unlimited ATM Usage: For \$3.25 per month you can access cash from any non CCB ATM throughout the continental United States and Canada for immediate cash from your CCB savings account.

**-Transfer funds between your checking and savings accounts**

**-Obtain balance information on your deposit accounts •**

There is a Replacement Card Fee of \$5.00 per card.

- \$1.50 for re-issue of PIN.

**POINT OF SALE SERVICE**

**Types of Clackamas County Bank Point-of-Sale Transactions-**

You may access your Checking accounts to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from merchant, if the merchant permits or from participating financial institution, and do anything that you can do with a credit card (that participate merchant will accept with credit card.)

Point of Sale Transactions – dollar limitations and charges- Using your debit card:

- You may not exceed \$1500.00 for Visa Check Cards or \$2,500.00 for Preferred Visa Check Cards in transactions per day.
- There is a Replacement Card Fee of \$5.00 per card.
- \$1.50 for re-issue of PIN.

**In addition to the limitations set forth above, the following limitations may be applicable to your account-**

**Liability for Unauthorized POS/ATM transfer:**

Tell us AT ONCE if you believe your POS or PIN, has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If the transaction involved is:

- ATM/PIN based POS transaction, 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 card or 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 card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as

much as \$500.00. Also, if your statement shows transfers 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 not get any money 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. If you believe that your card or code has been lost or stolen or that someone has transferred from your account without your permission, call or write us at the telephone number or address set forth below.

The above guidelines and time frame apply to unauthorized transactions appearing on your monthly statement that you did not make.

- Signature based POS transactions; customer is liable for all transactions made by any individual authorized by customer to use the POS card.

## **PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS**

### **Types of Preauthorized Transfers-**

You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Transfers initiated by telephone, direct deposit, or withdrawal, electronic terminal, computer, magnetic tape, ACH (automated clearing house).

### **Types of fees and charges/Limitations-**

- We will charge \$26.00 for each stop payment order for preauthorized transfers.
- We will charge \$26.00 for each revocation (ACH) order for preauthorized transfers.

## **TELEPHONE ACCESS (AUDIO RESPONSE)**

### **Types of Audio Response Services-**

You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time, you may use the system to:

- Transfer funds between your deposit accounts.

- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.

**Fees and Charges for Audio Response Transactions- Using your checking account:**

- We do not charge for Audio Response transfers. If a preauthorized debit overdraws your account, there is a \$30.00 NSF fee with a maximum of \$150.00 per day.

**YOUR RIGHT TO DOCUMENTATION**

**Terminal Transfers:**

You will get a receipt at the time you make any deposit, transfer, or withdrawal to or from your account(s) using one of our automated teller machines or point-of-sale terminals.

**Periodic Statements:**

You will get a monthly 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.

**In Case of Errors or Questions about Your Electronic Transfers:**

Telephone us at (503) 668-5501 or write us at 38975 Proctor Blvd, Sandy, OR, 97055 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 your statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and the account number (if any).
- Describe the error or the transfer you are unsure about, and as clearly as you can explain 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 orally, we may require that you send us your complaint or question in writing within ten (10) business days or we may not re-credit your account.

We will tell you the results of our investigation within (10) business days (five (5) business days for POS transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days (ninety (90) days for POS transactions) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for POS transactions) for the amount you think is in error, so that you will have the use of money during the times 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 (five (5) business days for POS transactions) we may not re-credit your account.

If we decide that there was no error, we will send a written explanation of our finding within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

If a notice of error involves a foreign location the applicable time periods for action shall be twenty (20) business days in place of the ten (10) business days, and ninety (90) calendar days in place of the forty five (45) calendar days.

### **Confidentiality**

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

- To complete transfer as necessary.
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

### **Personal Identification Number (PIN):**

The ATM, PIN, POS, or Audio Response PIN issued to you is for security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on your card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM, PIN, POS, or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in the Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We 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 your account and any future changes to those regulations.

### **Enforcement:**

In the event either party brings legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

### **Termination of ATM, POS, and Audio Response Services:**

- If you or any authorized user of your ATM, PIN, POS card or Audio Response PIN breach this or any other agreement with us.
- If we have any reason to believe that there has been an unauthorized use of your ATM, PIN, POS card or Audio Response PIN.

Termination of service will be effective the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights or responsibilities of the parties under this Agreement for transactions initiated before termination.

**Preauthorized Electronic Funds Transfers- Stop Payment Rights:**

If you have told us in advance to make regular electronic transfers out of your account(s), you can stop any of these payments. Here's how: Call us at (503) 668-5501 or write us at 38975 Proctor Blvd, Sandy, OR, 97055, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

**Notice of Varying Amounts:**

If these regular payments 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 certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers:**

If you order to stop one of these payments three (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.

**Other Provisions:** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**SAFETY AND SECURITY ALERT**

**Report all suspicious activity or crimes to us and local law enforcement authorities immediately.**

**VISA CHECK CARD/DEBIT CARD**

Your VISA CHECK CARD/DEBIT CARD gives you the power to bank at your convenience-24 hours a day. Your card, when used with your Personal Identification Number (PIN), becomes as good as cash.

With the recent increase in personal thefts, it is possible that your card and your PIN could fall into the wrong hands. To keep your funds safe there are some important tips to remember:

- Carefully safeguard your VISA CHECK CARD/DEBIT CARD, and immediately report to the bank any loss or theft of your card or device.
- Memorize your PIN – do not leave it on a note in your wallet or purse, or store it with extra cards at your residence.
- Never divulge your PIN to anyone. You will never be asked for your PIN by a Clackamas County Bank employee or law enforcement representative.
- Keep your VISA check card/Debit card in a tiered, see through pocket container so you'll easily know when it is missing.
- Take your ATM receipt with you; retain it until you get your account statement. Review your statement immediately upon receipt to verify that no unauthorized debits have been applied to your account.
- Be aware of your surroundings, particularly at night.
- Do not use an ATM if you notice that the regular lighting serving the area is not functioning properly.
- Consider having someone accompany you when the automated teller machine is in use after dark.
- If another person is uncomfortably close to you, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM. 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.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.
- Do not write your personal identification number or code on your ATM access device.
- If someone tries to rob you, do not attempt to resist. No amount of money or loss of property is worth risking your life or personal injury. Surrender any money or items demanded of you and report the incident to the police and financial institution immediately.

### **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 arrangement 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 money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such as a transfer.

- If the transfer would go over your credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you know about the break down when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

### **BANKING LOCATIONS**

#### **Sandy Office**

38975 Proctor Boulevard □ P.O. Box 38  
Sandy, OR 97055  
(503) 668-5501

#### **Hoodland Office**

67403 E Hwy 26 □ P.O. Box 185  
Welches, OR 97067  
(503) 622-3131

#### **Boring Office**

28500 S.E. Hwy 212 □ P.O. Box 159  
Boring, OR 97009  
(503) 663-3000

#### **Gresham Office**

1101 NE Burnside □ P.O. Box 1680  
Gresham, OR 97030  
(503) 665-9444

### **BANKING HOURS:**

9:00 a.m. to 5:00 p.m. – Monday through Thursday  
9:00 a.m. to 6:00 p.m. – Friday