



**PACIFIC CONTINENTAL<sup>®</sup>**  
BANK

## **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE PERSONAL CHECK and/or ATM CARD**

This agreement and disclosure applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. Please read this disclosure carefully and keep it for future reference. It tells you your rights and obligations for the transactions listed. The term Electronic Fund Transfer (EFT) means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing the bank to debit or credit your designated account. This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Assuming you make arrangements to do so, some of the types of Electronic Fund Transfers you can accomplish with us include, but are not limited to: Point-of-sale (POS) transfers; Automated Teller Machine (ATM) transfers and/or withdrawals; direct deposits or withdrawals; preauthorized payments to pay recurring bills from your checking or savings account(s); transfers initiated by telephone; transfers resulting from debit card transactions, whether or not initiated through an electronic terminal; computer-initiated transfers; electronic check conversion in which you purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic fund transfer; and electronic returned check charge when you are asked to authorize the merchant or service provider to electronically collect a charge in the event a check is returned for insufficient funds. Your authorization to make these types of electronic fund transfers may be expressed in writing or implied through the posting of a sign by the merchant. You may use your Check card to pay for goods and services at any merchant

where VISA is accepted. This disclosure also applies to the use of your Check and/or ATM card at any MoneyPass Network or STAR or PLUS system machine. You may use your Check and/or ATM card surcharge free at any MoneyPass ATM Network.

### **CONSUMER LIABILITY AND UNAUTHORIZED TRANSFERS**

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: a) detection of suspicious or fraudulent activity; b) lack of usage; c) misuse; or d) access device returned as undeliverable by postal service.

Upon receipt of your card and Personal Identification Number (PIN) or "code", you are required to sign your name on the signature panel on the back of the card. Your PIN is confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your account(s).

Tell us AT ONCE if you believe your card and/or PIN has 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, if you have one). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN 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 and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

**Zero Liability for VISA® Check card.** Visa offers a Zero Liability policy in which you are generally protected from all liability for unauthorized use of your Visa Check card and the associated account numbers printed on them. If your lost or stolen Visa Check card is used as a Visa card (those transactions where

the PIN is not used), and you report the loss or theft of your card within 2 business days of when you discovered the loss or theft of the card, you will not be liable for the unauthorized transactions. Visa's Zero Liability Policy does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed, limited, or rescinded by us based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify the bank immediately of any unauthorized use. Transactions at issue must be posted to your account before provisional credit may be issued. You must report loss or theft of your card, PINs and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic funds transfers. Please follow the section entitled Error Resolution Notice to report any unauthorized activity on your account.

Also, if your statement shows transfers that you did not make, including those made by card, PIN 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. If you believe your card and/or PIN has been lost or stolen call us toll-free 877-231-2265 or write to Pacific Continental Bank PO Box 10727, Eugene, Oregon 97440-2727. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check or card without your permission. We have the right to refuse a transaction on your account when your card has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

## **TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS**

**Limits on Transfers.** The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described in this disclosure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

### **Limitations on Dollar Amounts and Frequency of Transfers.**

For security reasons, there are limitations on the amount of cash withdrawals you may perform by using your Check or ATM card. Cash withdrawals at ATMs using an ATM only card are limited to \$205 per day. Check cards may withdraw up to \$405 per day. Retail purchases where you utilize your PIN, including POS transactions, are limited to \$600 per day and signature based transactions are limited to the available balance in the account(s) accessed by your Check card, or \$3,000, whichever is less. Point-of-sale transactions count towards the total maximum daily cash withdrawal limit. We reserve the right to change these maximum daily limitations on cash withdrawals and purchases without notice, which we make based on periodic risk assessments. We will not reduce those limits below the current limits described above.

**Account Access at Automated Teller Machines.** You may perform the following transactions at ATMs:

- Make cash withdrawals from your designated checking or savings account.
- Make deposits to your checking and/or savings account.
- Transfer funds between your checking and savings account associated with your card.
- Check the current balance of your checking or savings account associated with your card.

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

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your designated account using information from your check to: a)

pay for purchases; b) pay bills. Additionally, when you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make (we receive) payment and you will not receive your check back from us.

**Purchases at Merchants.** You may use your Check card to make purchases at Visa merchants that accept Visa debit cards. Purchases made with your Check card will result in debits to your “primary” checking account or your “primary” savings account if applicable. These transactions will be itemized on your monthly statement, including the merchant name, the date of purchase and the amount of the purchase. This will reduce your available balance and will be processed like other items.

**Other Electronic Transactions.** In addition to transactions initiated by using your Check card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, installment loan payments, insurance payments, utility payments, etc.)
- Direct deposit to checking or savings accounts (for example, social security payments or payroll).

**Check Card Transactions.** When we receive an electronic notice that a Check card (non-PIN) transaction has been authorized against your account, we may place a hold on your account for that amount. Some merchants (e.g. hotels, restaurants, gas stations, car rental agencies) estimate the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction

amount presented. Your available account balance may be reduced by the amount held for all pending Check card (non-PIN) purchases from the time we receive the notice until the item is presented, or a completion message is received. Your account will be debited when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft or insufficient funds fee.

**Fees.** We will charge you fees for electronic funds transfers in accordance with the information found in our Fee Schedule. The fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges.** When you use an ATM that is not identified as part of the MoneyPass ATM Network you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged for a balance inquiry even if you do not complete a fund transfer). An ATM operator may impose a fee on a consumer for initiating an electronic fund transfer or a balance inquiry only if the consumer is provided a notice that a fee will be imposed and the consumer elects to continue the transaction or inquiry after receiving such notice. You have the right to get a receipt at the time you have a transaction in a retail establishment. At the time an electronic fund transfer is made using an ATM a receipt must be provided, including the following: amount of money withdrawn; transaction charge (if any); calendar date; type of transaction and type of account; number or code identifying the customer; terminal location; and name of third party to or from whom the funds were transferred. We do not charge a transaction fee for POS transactions or Check card transactions.

#### **ADVISORY AGAINST ILLEGAL USE**

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located. We reserve the right to decline all online (Internet) gambling transactions.

#### **DOCUMENTATION**

**Terminal Transactions.** You can get a receipt at the time you make a transaction to or from your account using a terminal in

the United States authorized for use.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us toll-free at 877-231-2265 to find out whether or not the deposit has been made. If you have entered into an Online Banking Agreement with us, you may also communicate with us via Online Banking as described in the Agreement.

**Periodic Statements.** You will get a monthly account statement (unless there are not transfers in a particular month). In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in our Deposit Account Agreement with you, we reserve the right to reduce the frequency with which we send you statements, subject to applicable law.

## **PREAUTHORIZED PAYMENTS**

**Notice of Varying Amounts.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the originator 10 calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the originator will notify you seven calendar days prior to the new scheduled date. 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.

**Right to Stop Payment of Preauthorized Transfers.** If you have told us in advance to make a regular payment out of your account, you can stop any of these payments. To stop a preauthorized electronic payment or transfer please call us toll-free at 877-231-2265 or write to us at PO Box 10727, Eugene, Oregon 97440-2727. You must call or write in time for us to receive your request and to be able to act upon it, which in the case of electronic payments is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. We may charge you for each stop payment order you give. Please see our current Fee Schedule for charges.

### **Liability for Failure to Stop Payment of Preauthorized Transfer.**

If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided by law. You have no right to stop payment on any other type of electronic banking transaction.

### **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 you have an overdraft line and the transfer would go over the credit limit on your overdraft line;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the ATM where you are making the withdrawal or transfer does not have enough cash;
- If you used the wrong PIN or you used an ATM or POS incorrectly;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the money in your account is subject to legal process or other claim restricting such transfer;
- If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money in your account;
- If a withdrawal would consist of money deposited in the form of a check or other order and the funds are not yet available for withdrawal;
- If you have told us that your card was lost or stolen or that you believe someone else has obtained your PIN;
- If a merchant does not properly handle a card transaction at a terminal;
- If, in the case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount;
- There may be other rules/limitations stated in our

agreement(s) with you that excuse our failure to make a requested transfer.

### **AUTHORIZED TRANSACTIONS**

We assume that all transactions performed with your Check or ATM card and/or your PIN are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify us that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

### **BUSINESS DAYS**

Bank "business days" are Monday through Friday. Federal holidays are not included.

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to collect information for our internal use, the use of our service providers and our servicing agents and contractors concerning our electronic fund transfer services;
- In order to comply with government agencies or court orders;
- If you give us your written permission;
- If it involves a claim by or against us concerning a deposit to or a withdrawal from your account;
- According to our privacy policy; or
- Where otherwise required by state or federal laws and regulations.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call us toll-free at 877-231-2265, write us at Pacific Continental Bank PO Box 10727, Eugene, Oregon 97440-2727, or email us at [banking@therightbank.com](mailto:banking@therightbank.com) 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;
4. If you tell us orally or send us an email, we may require that you complete appropriate forms and return it in writing within 10 business days.

We will determine whether an error occurred within 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 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.

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. Your account is considered a new account for the first 30 days after the first deposit is made. We will tell you the results within three (3) 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.

#### **AMENDMENT OR TERMINATION OF THE AGREEMENT**

We may amend (change) this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons, where an immediate change is necessary to maintain or restore the se-

curity of our EFT system. If such a change is made permanent, we will give you appropriate notice. We may also cancel your privilege to use the card and any PIN, even without telling you in advance. We also have the right to terminate this agreement in our discretion at any time without prior notice to you.

#### **OTHER TERMS AND CONDITIONS**

- a. Use and care of the card. If you use the card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. Use of the card is also subject to the rules of the government agencies which regulate banks. You will take care of your card and will not give the card or any PIN to any other person or write your PIN on the card. If it is lost or stolen, you will notify us immediately.
- b. Prohibited activity. It is your responsibility to use the card for valid and lawful purposes. If you use the card for any other purpose or transaction, including without limitation unlawful gambling activities, you must promptly reimburse Pacific Continental Bank and Visa for all amounts or expenses either Pacific Continental Bank or Visa pays as a result of such use. Card transactions for any prohibited activity made by or for the benefit of you shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use.
- c. Foreign transactions. If you use an ATM or conduct a point-of-sale transaction or electronic fund transfer in a foreign country, and we choose at our option to process the transaction, we will charge the item against your account at the foreign currency exchange rate imposed on us when we receive the item. If you receive a credit or an electronic fund transfer to your account in foreign currency, we may at our option, reject, accept or accept on a collection basis and, if accepted, credit your account at the foreign currency exchange rate imposed on us on the day of the credit or deposit. This exchange rate may be different from the exchange rate in effect on the day you made or accepted the debit or credit. If any debit or credit is reversed for any reason we will reverse the transaction at the foreign exchange rate imposed on us on the date of the reversal.

- d. Balance Plus accounts only. As applicable, if you use the card or your PIN to withdraw money from your deposit account and the withdrawal creates an overdraft in your deposit account, an advance may be made to you in accordance with your Balance Plus Line of Credit Agreement to cover the amount of the overdraft, provided that you are not in default under the agreement; the availability of credit has not been suspended; the agreement has not been terminated either by you or the bank; and that you do not exceed your available credit limit. Using your card and PIN to make a withdrawal when there is not enough money in your deposit account is a written order by you requesting the advance.
- e. Legal action. We may incur collection costs to collect money owed to us under this agreement. You agree to pay all of our collection costs, including any reasonable attorney's fees and costs, regardless of whether a lawsuit is actually filed. Please refer to your Deposit Account Agreement and Disclosure for additional provisions on legal processes.
- f. Claims and defenses against merchants. We are not responsible for goods or services you purchase or lease by using a card for a point-of-sale transaction or POS/PIN transaction. We are not subject to any claims or defenses you may have against a merchant in connection with any POS transaction or POS/PIN transaction or the underlying merchant transaction.

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.



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