

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Your Rights & Responsibilities for your ATM Card ("ATM Card") or Mastercard® Debit Card<sup>1</sup> ("Debit Card") (collectively, "Card")

The full Electronic Fund Transfer disclosure, provided at the time of opening your account, outlines the types of electronic transactions we are capable of handling for consumers; some of which may not have applied to your account. As part of our policy of issuing a new electronic access device for your account, we are providing this modified disclosure, which outlines the specific elements of the full Electronic Fund Transfer disclosure applicable to Card activity. Some of these may not be available at all terminals. Please read this disclosure carefully because it reminds you of your rights and obligations for Card transactions. You should keep this notice for future reference.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by automated teller machine (ATM) using your Banner Bank Debit Card and personal identification number, to:

- Make deposits to checking or savings accounts
- Get cash withdrawals from checking or savings accounts (limit \$750.00 per day)
- Transfer funds from checking or savings to checking or savings
- Get checking or savings account information

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

**Types of Banner Bank Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your debit card:

- You may not exceed \$5,000.00 in transactions per day  
*Note: You may not use your ATM Card for Point-of-Sale transactions.*

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Periodic Statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers. Information will be disclosed in accordance with Banner Bank's Privacy Policy, which has already been presented by us and may be viewed at <http://www.bannerbank.com/privacy-policy>.

## FINANCIAL INSTITUTION LIABILITY

**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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line of credit and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

## UNAUTHORIZED TRANSFERS

(In California)

(a) Consumer liability.

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<sup>1</sup> Mastercard® is a registered trademark of Mastercard International, Incorporated.

• **Generally.** Tell us AT ONCE if you believe your card and/or code 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 the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50 if someone used your card and/or code without your permission, and, either:

(i) your card can be used to initiate a transaction without a PIN or other personal identification number, or (ii) you tell us within 2 business days after you learn of the loss or theft of your card and/or code. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code, 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.

## **UNAUTHORIZED TRANSFERS**

**(In Idaho, Oregon and Washington)**

### **(a) Consumer liability.**

• **Generally.** Tell us AT ONCE if you believe your card and/or code 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 the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code 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.

• **Additional Limits on Liability for Mastercard®-branded Debit Card.** Mastercard zero liability applies to natural persons and a small businesses (Debit Mastercard Business Card®) You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

## **Preauthorized Payments**

Right to stop payment and procedure for doing so. If you told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call or write us at the telephone number and address listed in this disclosure, in time for us to receive your request 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 14 days after your call. We will charge you \$35 for each stop-payment order you give.

**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.

## **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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. 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 occurred within 10 business days (20 business days if the transfer involved a new account) 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 new account, a point-of-sale 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 (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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.

### **Contact Information and Business Hours**

To contact us you may call or write:

Toll Free Phone: 1-800-272-9933  
Monday-Friday from 7am-7pm Pacific Time

Secure Message: Submit a secure message using your Banner Bank Online Banking Access

Mailing Address: Banner Bank  
Attn: Electronic Disputes  
PO Box 907  
Walla Walla WA 99362

*Our business days are Monday – Friday, excluding Federal Holidays*