



## UNION SAVINGS BANK ELECTRONIC FUNDS TRANSFER AND DEBIT CARD AGREEMENT

“We,” “us” and “our” refer to Union Savings Bank.

“Account” refers to any account at our bank from or to which we allow electronic funds transfers (“EFTs”) and that you have selected in your application for the EFT service.

“You” and “your” apply to any individual who has an Account with us and is authorized to initiate the applicable EFTs.

“ATM” refers to any automated teller machines where you can use your card and PIN.

“Card” refers to the Union Savings Bank ATM Card or the Union Savings Bank Visa® Check Card

“PIN” refers, as applicable, to the personal identification number you agree to use to identify yourself when using an ATM or POS terminal or making a telephone transfer. (These two PIN’s need not be the same).

“Cash Reserve” refers to an unsecured line of credit, which provides overdraft protection for your Checking Account.

“Available Funds” means the money in your Account that can be withdrawn or transferred together with any credit you may have available to you under your Cash Reserve Agreement. Available Funds may be less than the entire balance in your Account if, for example, we have placed a “hold” against certain funds in your Account for a certain number of days to allow a reasonable time for checks deposited into or cashed against your Account, and/or POS and Check Card Transactions, to clear.

### FOR THE PURPOSE OF THIS AGREEMENT

“Point of Sale” or “POS” refers to a transaction in which you use your Card and PIN or your card alone to pay for goods and services by debiting an Account, whether or not an electronic terminal is used at the time of the transaction.

“POS Terminal” refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services by debiting an Account.

“POS Transaction” refers to a transaction in which you use your ATM Card or Visa® Check Card in conjunction with or without your PIN to pay for goods and services that will be electronically debited from an Account you have with us. (All debit transactions are processed through the ATM network, and such funds may be debited immediately from your related Account.)

“Visa® Check Card Transaction” refers to a transaction in which you use your Visa® Check Card and you may be required to manually sign a sales slip (receipt) to pay for goods and services that will be electronically debited from an Account you have with us. (All debit transactions are processed through the Visa® network)

**WHAT IS AN “ELECTRONIC FUNDS TRANSFER” (“EFT”)?** An EFT is a transfer of your funds held at our bank that is initiated through an electronic terminal such as a telephone, computer, or ATM, for the purpose of ordering, instructing, or authorizing the Bank to debit or credit your account in a way, and for an amount, specified by you. We currently offer the following EFT services:

**Direct Deposit.** You can arrange to have deposits that we allow, such as Social Security or payroll, to be electronically deposited directly into your account.

**Telephone Transfer.** You can use your Account number(s) in conjunction with your telephone transfer PIN to transfer funds by telephone between certain authorized Accounts, on request.

**Preauthorized Payments.** You can arrange to have payments that we allow, electronically debited from your Account and credited to a third party, such as an insurance or utility company.

**Electronic Check Conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your checks to pay for purchases or pay bills.

**Home Banking Services Available Through The Internet.** You may access your Accounts via the Internet by using *USBonline*. A separate agreement contains additional terms relating to *USBonline*. The following services are available through *USBonline*:

- You can transfer funds electronically between Accounts.
- You can initiate electronic bill payments to third parties, which will be automatically debited from your Account.

**Services Available Through ATMs.** You may use your Card and PIN to do the following through an ATM that is part of an ATM network (such as “Cirrus” and “NYCE”) of which we are a member:

- You can withdraw Available Funds from your authorized Account(s).

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

- If the ATM is a Union Savings ATM, you can deposit funds (cash or checks) into your Account(s). (Funds deposited into your Account at an ATM location may not be available for immediate withdrawal).
- If you have a Cash Reserve Line of Credit, you can, by overdrawing your Checking Account, obtain a loan advance from the funds available to you under the Cash Reserve Line of Credit.
- You can transfer Available Funds between your authorized Accounts.
- You can make payments on mortgages or certain other loans with us.

**Other Services Available with Your card and PIN.** You can pay for purchases by accessing your Account through a POS terminal at merchant locations that have agreed to accept the Card and PIN. At the time of the purchase you may also be able to withdraw cash, subject to cash availability.

If your Card is a Visa® Check Card, you can use your Card without your PIN, as a Visa® Check Card Transaction, to access your Account and pay for purchases at merchant locations displaying the Visa® symbol.

Your rights related to refunds and returned merchandise are governed by the merchant’s own policy on refunds and returns. You must resolve issues of this type directly with the merchant.

**Limitation on Availability of Services.** We are a member of the “Cirrus” and “NYCE” ATM networks and all of the transactions described above may not be available at all ATMs or POS terminals in the Cirrus or NYCE networks, or any other ATM network that we may join, where you can use your Card. Different limitations on withdrawals, deposits, and other transfers may also apply.

**AGREEMENT.** By signing an Application, or by using your Card, or by initiating an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. You also USBM-6000E 2/08

agree that you will not use your Card, PIN, or any EFT service to conduct an illegal transaction or pay for an illegal purchase. You understand that we may cancel your ability to conduct EFTs if we have reason to believe that you have used your Card, PIN, or any EFT service for illegal activity.

**GENERAL LIMITATIONS.** We may limit the type of Account to or from which we allow EFTs.

**LIMITATION ON WITHDRAWALS THROUGH ATMS, POS TERMINALS, AND DEBIT CARD TRANSACTIONS.**

**ATM and POS Transactions.** You may withdraw from ATMs and conduct POS transactions up to \$500 each calendar day by using your Card and PIN. This limit applies to the aggregate total of all withdrawals, POS transactions, and loan advances from Cash Reserve, relating to each Account in one day, even if you have more than one Card for that Account (for example, if it is a joint Account).

**Visa® Check Card Transactions.** In addition to the ATM withdrawals, POS transactions, and loan advances from Cash Reserve described above, if you have a Visa® Check Card, you can use your Card to make additional purchases at merchant locations displaying the Visa® Symbol. The amount of available funds in your Account must be sufficient to cover the amount you wish to purchase with your Visa® Check Card. When you make a purchase using your Visa® Check Card, you authorize us to put a hold on your Account for the amount of the transaction.

We will hold funds for Visa® Check Card transactions up to a maximum limit of \$1500 per Account at any one time. When the transaction has cleared, the funds on which we placed a hold will be debited from your Account, and will no longer be counted toward your maximum transaction limit. Each transaction may be held up to a maximum of three business days.

The dollar amount of the hold is based on the amount of the authorization requested. For some merchants, the amount of the authorization requested may be more than the actual amount of the purchase. For example, if you use your Visa® Check Card to make a \$12.50 gasoline purchase at a gas station, the gas station may request a \$15.00 authorization.

You agree that we are not responsible if we dishonor other POS, ATM, check or any other transactions drawn on your Account because we have held funds or debited funds from your Account based on a Visa® Check Card transaction.

**International Check Card Transactions.** For Visa® Check Card international transactions, we will use the exchange rate of the Check Card transactions either (i) the wholesale market rate or (ii) the government-mandated rate, in effect one day prior to the transaction processing date and increased by one percent.

**Other Limitations.** In the event that an ATM, POS terminal, our computer system, or the ATM system malfunctions, we may limit the dollar amount and the types of EFTs you can make including the types of Accounts you can access through ATMs or POS terminals. For security reasons, there may be other limits on the number of transactions you can make at any ATM or POS terminal or Visa® Check Card transactions.

**DOCUMENTATION AND TELEPHONE INQUIRY.** You have a right to receive certain types of documentation and information concerning EFTs including but not limited to the following:

**Periodic Statements.** You will receive a monthly Account statement, which includes details of EFT activity, for all Accounts except the Passbook Savings Accounts where the only authorized EFTs are preauthorized deposits to the account.

**Certain Passbook Accounts.** For Passbook Accounts where the only authorized EFTs are preauthorized deposits, we will record such preauthorized deposits in your book at your request. If you bring your passbook to us, we will record any preauthorized deposits made to your Account since the last time you brought your passbook to us. We will provide this update on your passbook, or on separate documents that we will give or mail to you.

**Preauthorized Deposits.** You can arrange to have direct deposits made to your Account on a regular basis from the same person or organization. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or organization, you can find out whether or not the deposit has been made by calling Customer Service at (203) 830-4200 or (877) 235-4446 Out of Area.

**ATM, Visa® Check Card Transaction, or POS Record.** You can request a written record (receipt) at the time you complete an ATM or POS transaction or Visa® Check Card transaction. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction.

**PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT.**

**Stop Payments.** If you have told us in advance to make regular payments out of your Account to a third party, you can stop us from making any of these payments by doing one of the following:

Call Customer Service During Business Hours at:  
**(203) 830-4200 or (877) 235-4446 (Toll Free)**

Write us at:  
**Union Savings Bank  
Customer Service Department  
P.O. Box 647  
Danbury, Connecticut 06813-0647**

We must receive your request at least three business days, or more, before the payment is scheduled to be made.

If you choose to call us, we may require you to put your request in writing and send it to us within 14 days. If you do not do so, then your oral request for the stop payment will cease 14 days after the request has been made, and we may make the payment if it is demanded by the particular person or organization involved.

**NOTE:** If you want to stop these preauthorized payments permanently, you must notify the person or organization you have instructed us to pay. Any stop payment request we receive will only stop the particular payment to which it applies.

If you instruct us to stop these payments permanently we will do so, but may require you to send us a copy of your notice to the person or organization you told us to pay.

**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 you comply with a request by us to put your request in writing (as explained above), then if we do not follow your request to stop payment, we will be liable for certain types of losses or damages which you suffer.

**Stop EFT.** Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a preauthorized transfer.

If a pre-authorized electronic funds transfer will vary in amount from the preauthorized amount, the designated payee is responsible for notifying you of the difference in amount at least 10 days before the scheduled date of the transfer.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we fail to complete a transfer to or from your Account in a timely manner, in accordance with the terms and conditions of your Account and normal banking procedures, or for the correct amount according to your instructions, we will be liable for certain types of losses or damages you suffer. However, there are some exceptions. We will not be liable if:

- through no fault of ours, you do not have sufficient Available Funds in your Account to complete the transfer.
- the Account has a "hold" on it for the amount of all or part of the funds necessary to complete the transfer.
- the transfer amount exceeds the credit limit in your Cash Reserve.
- the ATM, POS terminal or our system, or the network was not working properly and you were aware of or should have been aware of the breakdown when you initiated the transaction.
- you do not give us, when applicable, your name, correct PIN, and correct Account number(s) at the time you initiate a transfer.

- circumstances beyond our control prevent the transfer from occurring, despite reasonable precautions taken by us.
- we do not receive proper instructions or notification for the use of the Account for EFTs, or proper instructions for a particular transfer.
- the ATM or POS terminal where you wish to withdraw funds does not contain enough cash.
- the funds in your Account are subject to legal process or other encumbrance restricting such transfer.
- your Card has deteriorated or becomes damaged so that it does not function properly.
- a transfer is rejected because your Card or PIN has been reported lost or stolen.
- you do not follow the procedures in this or any other agreement you have with us.
- we do not complete the transaction because we reasonably suspected fraud or illegal activity.

There may be other reasons under Federal or State law that may refer to additional circumstances in which we will not be liable.

**CASH RESERVE.** If you have a Cash Reserve Line of Credit, the Card and PIN, and other applicable devices may be used to obtain credit in the form of a loan advance under the terms disclosed in the Cash Reserve Agreement, which you have already received.

**BUSINESS DAYS.** Our business days are Monday through Friday. Holidays are not included.

**ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your Account or the transfers you make;

- when it is necessary for completing transactions or collecting checks.
- in order to verify the existence and condition of your Account to a third party, such as a credit bureau.
- in order to comply with any law, court order, or proper governmental request.
- if you give us your written permission.
- to our agents, auditors, and collection attorneys.
- to let a holder of one of your checks know whether or not it would be paid if presented at the time of the inquiry.
- to government officials in connection with suspected violations of law.
- to third parties if you owe us money and we must take legal action to retrieve it.
- in other circumstances in which we have a need to disclose information and are allowed to do so under State and Federal privacy laws.

**IF YOUR CARD OR PIN IS LOST OR STOLEN.** If you believe your Card and/or PIN has been lost or stolen, or that someone has withdrawn or transferred, or may withdraw or transfer, money from your Account without your permission, contact us in one of the following ways:

Call Customer Service During Business Hours at:  
(203) 830-4200 or (877) 235-4446 (Toll Free)

Write us at:

**Union Savings Bank  
Customer Service Department  
P.O. Box 647  
Danbury, Connecticut 06813-0647**

To report a lost or stolen Visa® Check Card during non-business hours, call the lost/stolen card hotline at: **1 (800) 554-8969**

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 card without your permission.

#### **YOUR LIABILITY**

**General Rules.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without permission using information from your check. Contacting us by phone is the best way of keeping possible losses down.

If you do not promptly notify us of such loss or theft you might lose all your Available Funds. If you notify us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 in the event that someone used your Card or PIN without your permission.

If you do NOT notify us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.

**Periodic Statements.** If your statement shows transfers that you did not authorize, you must tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get reimbursed for any of the funds you lost if we can prove that we could have stopped someone from using your Card had you told us in time. If a valid reason (such as a long trip or a hospital stay) prevents you from notifying us, we will extend the time periods.

**Special Rules for Visa® Check Card Purchases.** If your Card is a Visa® Check Card, other limits apply to the type of Visa® Check Card Transactions described above. For Visa® Check Card Transactions only you will generally have no liability for the unauthorized transactions. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, the special limitations on liability may not apply.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** If you think your statement or receipt is incorrect, or if you need additional information about a transfer listed on the statement or receipt, you can contact us in one of the following ways:

Call Customer Service During Business Hours at:  
(203) 830-4200 or (877) 235-4446 (Toll Free)

Write us at:

**Union Savings Bank  
Customer Service Department  
P.O. Box 647  
Danbury, Connecticut 06813-0647**

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. In notifying us of a problem or error, please include the following:

- [1] Tell us your name and Account number (if any).
- [2] Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information.
- [3] Tell us the dollar amount of the suspected error.

If you choose to notify 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 after you notify us, and we will correct any error promptly. (We may extend this time period to 20 business days if the error occurred within the first 30 days of the first deposit to your Account.)

If we need more time, however, we may take up to 45 days to investigate your complaint or question for most types of errors. (We may take up to 90 days if the transaction in question was initiated in a foreign country, was a result of a POS transaction, or if the error occurred within the first 30 days of the first deposit to your Account.) If we decide to do this, we will credit your account within 5 business days for Visa® Check Card transactions, within 10 business days for ATM or POS transactions, or within 20 business days if the error occurred within 30 days of the first deposit to your Account, for the amount you believe is in error, so that you may have use of the funds 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.

We will tell you the results within 3 business days after completing our investigation. If we decide an error did not occur, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**SURRENDER OF CARD.** The Union Savings Bank ATM Card(s) and Union Savings Bank Visa® Check Card(s) belongs to us. We can, at any time, take possession of your Card(s). You agree to surrender your Card(s) when we, or our agents, request it.

**OUR RIGHTS WITH REGARD TO OVERPAYMENTS.** If funds have been deposited into your Account(s), to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owed to us by you, and you authorize us summarily to withdraw such funds from the Account(s). We can do this without giving you prior notice or demand. We can also exercise our right of setoff to recover any such amount. (An example of such an overpayment to your Account, to which you are not legally entitled, would be a Social Security payment received by direct deposit after your death.)

**ATTORNEY'S FEES.** If you bring a legal action against us or if we bring a legal action against you, and the legal action involves EFTs or matters discussed in this agreement, you agree to pay for all of our attorney's fees if we win.

**NON-ENFORCEMENT OF OUR RIGHTS.** We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing the right to enforce them in the future.

**AMENDMENTS.** We can change these rules at any time. We will give you notice of these changes as required by law.

**CHARGES.** Any charges for EFTs are disclosed on the Schedule of Charges. 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.) Other charges may apply to related services that are not EFTs, such as debit card or PIN replacement. We will tell you the amount of such charges at the time you request the service and before the service is provided.