



Utah First Federal Credit Union  
200 E South Temple  
Salt Lake City, UT 84111  
(801) 320-2600

## IMPORTANT ACCOUNT INFORMATION FOR MEMBERS

### ELECTRONIC FUND TRANSFERS — YOUR RIGHTS AND RESPONSIBILITIES

This is an important notice for Utah First Federal Credit Union members and your account. For your convenience, the terms “we,” “our,” “us,” “Utah First” and “the Credit Union” shall mean Utah First Federal Credit Union, its employees, directors, officers, representatives and agents. “You,” “your,” and “member” shall mean you, the member of Utah First, authorized to use and take advantage of the following products and services. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully, because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

**Preauthorized Credits** - You may make arrangements for certain recurring direct deposits to be delivered into your checking accounts or savings accounts.

**Preauthorized Payments** - You may make arrangements to pay certain recurring bills from your checking accounts or savings accounts.

**Electronic Check Conversion/Electronic Returned Check Fees** - If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

**Online Banking** - For your convenience, the Credit Union allows you to access your account via the Internet at [www.UtahFirst.com](http://www.UtahFirst.com). This gives you the freedom to access your personal banking information from a computer, mobile device or any other device that connects you to the Internet. Through this service, you are able to complete the following types of transactions:

- Transfer funds from checking accounts, savings accounts or lines of credit to checking accounts, savings accounts or loans you may have with us.
- Make payments from checking accounts or savings accounts to third parties through our Online Bill Pay (“eBill”) using the Automated Clearing House (ACH).
- Obtain balance information about checking accounts, savings accounts, lines of credit, certificate accounts or loans with us.
- Obtain deposit and withdrawal history for checking accounts, savings accounts, lines of credit, certificate accounts or loans with us.
- Obtain the transaction history for checking accounts, savings accounts, lines of credit, certificate accounts or loans with us.

Read the *Limitations on Frequency of Transfers* sections of this notice regarding limitations that apply to transfers made via the Internet. Your security in using Online Banking is very important to us. To protect your account information from unauthorized use, Utah First uses the most recent technology available and has established firm procedures that all members should follow. Some of the technology we use includes:

- 128 Secure Socket Layer (SSL) encryption with extended validation which is used to encrypt all data that is being passed between our systems and you;
- Access to your account is secured by required your account number, certain personal information and a personal password;
- Access to your account is protected by being blocked after an incorrect password has been attempted multiple times;

Multi-factor Authentication which identifies the device you are using to access our systems (e.g., mobile phone, computer, etc.) and provides a visual security check for you at each login.

Read our *Privacy Policy* for more details on how we protect your information.

**Online Bill Pay** - You may access Online Bill Pay via your online account at [www.UtahFirst.com](http://www.UtahFirst.com) using your User ID and secure password. Online Bill Pay will deduct from your account payments to any third parties you set up. It will make those payments using the ACH network. If there are insufficient funds, your payment may not be sent. The Credit Union has no liability to you or any third party for any losses, costs, damages or expenses arising out of the Online Bill Pay program, whether caused by the Credit Union’s failure to exercise ordinary care, including errors or delays in effect fund transfers, or by an error in transmitting transaction billing data such as:

- The device you are using to access the Internet is not working properly;
- A vendor mishandles, or delays in handling, payments sent by us;
- You fail to select the correct vendor name and address, or you input the incorrect account information or payment amount.

If the Credit Union is responsible for any error, its total liability shall be limited to the reimbursement to you of its actual loss. In no event shall the Credit Union be responsible for any special, indirect or consequential damages. Read the *Our Liability* section of this notice for more information.

**Visa Check Card PIN Transaction** - You may access your account(s) at The CO-OP, PLUS or STAR Automated Teller Machines (ATMs) using your Visa Check Card and your personal identification number (PIN) to complete the following types of transactions:

- Deposit funds to checking accounts or savings accounts;
- Withdraw cash from checking accounts, savings accounts or lines of credit;
- Transfer funds from checking accounts, savings accounts or lines of credit to checking accounts or savings accounts.

Some services may not be available at all terminals. We will not honor overdrafts of any type from an ATM.

**Visa Check Card Point-of-Sale (POS)** - You may access your checking account(s) by debit card to complete the following types of transactions:

- Purchase goods in person, through the Internet or by telephone;
- Pay for services in person, through the Internet, or by telephone;
- Get cash from a participating merchant or financial institution.

You may not, however, use your card to initiate any type of electronic gambling transaction through the Internet. You agree that you will not use your Visa Check Card for any transaction that is illegal under applicable federal, state or local law. We may honor overdrafts of electronic transaction types such as, but not limited to, debit card, ACH, POS or online banking transactions.

**Mobile Banking** - You may access your account via your mobile cellular device to complete the following types of transactions:

- Transfer funds from checking accounts, savings accounts or lines of credit to checking accounts, savings accounts or loans you have with us;
- Make payments from checking accounts, savings accounts or lines of credit to third parties or to loans you have with us;
- Obtain balance information about checking accounts, savings accounts, lines of credit, certificate accounts or loans with us;
- Obtain withdrawal and deposit history about checking accounts, savings accounts lines of credit, certificate accounts or loans with us;
- Obtain transaction history about checking accounts, savings accounts, lines of credit, certificate accounts or loans with us.

Access is available 24 hours a day. Please see the Limitations on Frequency of Transfers section of this notice for information regarding limitations that apply to transactions made through Mobile Banking.

**Fees** - The following fees may be assessed against your account:

- **Non-sufficient Funds ACH:** \$34.95
- **Courtesy Pay:** \$17.95
- **Overdraft Transfer Fee:** \$5.00
- **Negative Balance Fee (Daily):** \$1.99

**Limitations on Frequency of Transfers** - In addition to those limitations on transfers elsewhere described, the following limitations apply to your savings and money market accounts. During any statement period, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of pre-authorized or automatic transfer. This includes transfers made via Online Banking, Online Bill Pay and/or the Mobile Banking. If you exceed these transfer limitations as set forth herein during any statement period, your account will be subject to closure.

## **RIGHT TO DOCUMENTATION**

**Terminal Transfers** - You can obtain a receipt at the time you make any transfer to or from your account using an ATM or POS terminal.

**Pre-authorized Credits** - If you have arranged to have direct deposits made to your account at least once every sixly (60) days from the same person or company, the entity making the deposit should tell you every time they send us money. You can also call (801) 320-2600 to find out whether or not the deposit has been made.

**Periodic Statements** - You will receive a monthly account statement from us for your checking account(s). You will receive a quarterly account statement from us for your savings account(s).

**E-Statements** - The Credit Union offers electronic versions of your periodic statements, ore-statements, free of charge. With your consent, a notice will be sent to your e-mail when thee-statements are available and you can access them through Online Banking. You can request that you receive these e-statements in place of the paper statements.

## **STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

**Stop Payment Procedures** - If you have arranged in advance to make regular payments from your account, you have the right to stop any of these payments. Call or write the Credit Union at the telephone number or address listed in this disclosure in time for us to receive your request at least 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 deliver it to us within fourteen (14) days after you make the call.

**Notice of Varying Amounts** - If these regular payments vary in amount, the person you are paying should tell you ten (10) days before each payment is due 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 a Payment** - If you order us to stop a pre-authorized transfer three (3) business days or more before the transfer is scheduled by providing all the necessary information, and we fail to do so, we will be liable for your direct losses or damages.

## **OUR 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. There are some exceptions, however. We will *not* be liable, for instance:

- If, through no fault of our own, you do not have available funds to complete the transfer;
- If the transfer goes over the credit limit on your overdraft line;
- If the terminal or system you are using is not working properly;
- If circumstances beyond our control (such as a flood or fire) prevent the transfer despite reasonable precautions we have taken.

There may be other exceptions stated in our agreement with you for which we will not be liable. Regardless, in no event shall the Credit Union be responsible for any special, indirect or consequential damages.

## **UNAUTHORIZED TRANSFERS**

**Consumer Liability** - *Immediately* notify us if you believe your Visa Check Card and/or PIN has been lost, stolen or compromised, or if an electronic funds transfer has been made without your permission. If you notify us within two (2) business days of discovering your card and/or PIN has been lost, stolen or compromised, you can be held liable for no more than \$50. If you fail to notify us within two (2) business days, you may be held liable for up to \$500. You have sixty (60) days from the transaction date to notify us of unauthorized transactions on your account. Failure to notify us within the stated time frame will result in you being held liable for the transactions.

## **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, contact us immediately for more information. You must notify us no later than sixty (60) days after we send the *first* statement on which the problem or error appears. Notify us in person, over the phone, or in writing by:

- Providing your name and account number, and
- Describing in detail the error or transactions in question.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, or twenty (20) business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer. We will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question, or ninety (90) days if the transfer involved a point-of-sale transaction or a foreign initiated transfer. If we determine that more time is necessary to complete our investigation, we will provide conditional credit to your account within ten (10) business days, or twenty (20) if the transfer involved a point-of-sale or a foreign initiated transfer. If you are asked to put your complaint in writing and do not deliver it within ten (10) business days, we may not provide the conditional credit to your account. If we determine that there was no error, we will revoke the conditional credit and send you a written explanation within three (3) business days from the date of our determination. You may ask for copies of the documents we used in our investigation.

If you have inquiries regarding your account, please contact us at:

Utah First Federal Credit Union  
200 E South Temple  
Salt Lake City, UT 84111  
Phone: (801) 320-2600  
Business Days: Monday through Friday, excluding any federal holidays

More information available upon request.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account with a third party, such as a credit reporting agency;
- In order to comply with government agency or court orders; or
- If you give us written permission.