

ELECTRONIC BANKING  
TERMS AND CONDITIONS



## **ELECTRONIC BANKING TERMS AND CONDITIONS**

The provisions of this agreement apply to Electronic Funds Transfers (“EFTs”) to or from consumer deposit accounts that are governed by the Electronic Funds Transfer Act. A consumer deposit account is an account that is owned by a natural person and that is used primarily for personal, family or household purposes. In this agreement, “BankUnited”, “Bank”, “we”, “us”, and “our” refer to BankUnited, N.A., and “you” and “your” refer to each and every owner of the account, and each and every other person with authority to withdraw or transfer funds from the account or otherwise transact on the account, and “business day” means Monday through Friday, excluding Federal Reserve holidays and other days the Bank is not opened for business.

We provide a variety of EFT deposit account services, including transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers and on-line banking transactions. In conjunction with the use of these services, we may issue to you an access device, which may be a card, code or other means of accessing your account to initiate EFTs.

### **ACCESS CARDS**

It is necessary for you to complete, sign and return to us an ATM and/or Debit Card application to receive a BankUnited ATM/Debit Card. If your application for an ATM Card is approved, an ATM Card will be issued to you by the branch. If you are approved for a Debit Card, the Debit Card will be sent to you. Once you have received your ATM/Debit Card you must activate your card and select a PIN before use by calling the activation number on the label affixed to the card. By using your ATM/Debit Card you agree that:

1. Your card remains our property and will be surrendered immediately to us upon request.
2. We may cancel your card at any time without notice.
3. You shall abide by our rules and regulations relating to the use of your card.

4. You shall notify us promptly by telephone or in writing of the loss of your card.
5. You shall not reveal your card or PIN to any person not authorized by you to use your card and do not write your PIN number on your card or on any item kept with your card.
6. For merchant purposes we have the right to place a temporary hold on your account which may affect available balances for purposes of paying or honoring other items posting to your account, in an amount equal to the authorization amount received through the payment authorization system. Occasionally, the merchant does not provide sufficient information with the transaction to allow us to match the final amount to the authorized amount. In these instances, the temporary hold will remain on your account for three (3) business days.
7. 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.
8. If you use your card to access an account that is no longer available to complete a transaction, we may, at our discretion, charge or credit the transaction to another account.

## **SERVICES**

Indicated below are certain types of EFTs that 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 the transactions listed.

### **1. Account Access at ATMs.**

#### (a) BankUnited branded ATMs

You may perform the following transactions at BankUnited branded ATMs:

- Withdraw cash from your designated checking and savings accounts (you may withdraw no more than \$600.00 per day using an ATM card; \$800.00 per day using a Debit Card)
- Transfer funds between your designated checking and savings accounts

- Find out your designated checking and savings account balances
- Make deposits to your designated checking and savings accounts

Please note that some of these services may not be available at all terminals, and ATMs may not be available during routine maintenance. Also, please refer to the Schedule of Fees applicable to your account for any service fees or transaction charges that may apply.

#### (b) non-BankUnited ATMs

You can use your ATM/Debit card at participating networks, including the VISA, PLUS or PRESTO networks. Use of your ATM/Debit Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions. Transactions at non-BankUnited ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts based on the policies of the ATM owning institution.

## **2. Electronic Funds Transfers Initiated by Third Parties.**

You may authorize a third party to initiate electronic funds transfers between your account and the third party's accounts. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House ("ACH") or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an EFT or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit

or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, internet or via some other method) to trusted third parties whom you have authorized to initiate these EFTs. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an EFT to collect a charge in the event a check is returned for insufficient funds.

Please also see the Limitations of Frequency of Transfers section regarding limitations that apply to savings accounts.

### **3. BankUnited Express Telephone Transfers.**

You may access your account by telephone twenty-four (24) hours a day at 1-877-779-BANK (2265) using your personal identification number, a touch tone phone, your account number(s) and your social security number, to:

- Transfer funds between BankUnited checking and savings accounts

Get information about:

- the account balance of your checking or savings account(s)
- the last five deposits to your checking or savings account(s)
- the last five withdrawals from your checking or savings account(s)

Please also see the Limitations of Frequency of Transfers section regarding limitations that apply to savings accounts.

#### **4. Internet Banking Computer Transfers.**

You may access your account(s) by computer through the internet by logging onto our website at [www.bankunited.com](http://www.bankunited.com) and using your user identification and your password to:

- Transfer funds between your checking and savings accounts
- Make payments from your checking or savings account(s) to certain loan account(s) with us
- Make payments from your checking account(s) to third parties (Bill Pay)
- Get information about the balance of your checking or savings account(s), or the last statement cycle's deposits to or withdrawals from your checking or savings account(s)

Please also see the Limitations Of Frequency Of Transfers section regarding limitations that apply to savings accounts.

#### **5. Visa® Check Card Point-of-Sale Transactions.**

You may access your checking account(s) to purchase goods or 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. When you use your Visa® Check Card for a point of sale transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles, and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles. You may not exceed \$1,000.00 in PIN-based-point of sale transactions per day and \$2,500.00 in signature based transactions per day. Please also see the Limitations of Frequency of Transfers section regarding limitations that apply to savings accounts.

## **6. Currency Conversion and International Transactions.**

When you use your Visa® Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. An international transaction is a transaction where the country of the merchant is outside of the United States of America.

## **7. Non-Visa Debit Transaction Processing.**

We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: PULSE, ACCEL/EXCHANGE and PRESTO Networks.

Examples of the types of actions that you may be required to make to initiate a VISA® transaction on your VISA® Brand Check Card include signing a receipt, providing a card number over the phone or via the internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions that you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, internet or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a PIN but that is not generally known for having a card program.

### **LIMITATIONS ON FREQUENCY OF TRANSFERS**

In addition to those limitations described elsewhere in this Agreement, if any, the following limitations apply:

- Transfers from a money market deposit account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six (6) per statement cycle.
- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by debit card or similar order to third parties are limited to six (6) per month.

### **FEES**

We will charge you fees for electronic funds transfers in accordance with the Schedule of Fees applicable to your account. Fees may be changed at any time at our discretion as set forth in this Agreement. We do not charge for direct deposits to any type of account.

### **ADVISORY AGAINST ILLEGAL USE**

You agree not to use your card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which



the cardholder may be located. Please see your cardholder agreement for additional information relating to the use of your Visa® Check Card.

## **DOCUMENTATION**

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-877-779-BANK (2265) to find out whether or not the deposit has been made.
- Periodic statements.

You will get a monthly account statement from us for your checking account.

You will get a monthly account statement from us for your savings account, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## **PREAUTHORIZED PAYMENTS**

If you have arranged, in advance, to make regular periodic payments out of your account, you can stop any of these payments, by calling or writing us at the telephone number or address listed in this brochure 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. You may be charged a fee in accordance with our Schedule of Fees applicable to your account for each stop-payment order you give.

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.

If you order us 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.

### **BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete a transaction 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. For instance, we will not be liable if:

1. Through no fault of ours, you do not have enough available funds in your account to make the transaction.
2. If you have overdraft protection and the transaction would go over the limit.
3. The ATM where you are making the transfer does not have enough cash.
4. The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
6. In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous, or if the recipient is deceased.
7. Your account is not in an active status. There may be other exceptions stated in our agreement with you.

### **CONFIDENTIALITY**

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

1. When it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or

3. In order to comply with government agency or court orders; or
4. If you give us your permission; or
5. As explained in our Privacy Policy

## **UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your card, PIN and/or code have been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

If you tell us within two (2) business days after you learn of the loss or theft of your card, PIN and/or code, you can lose no more than \$50.00 if someone used your card, PIN and/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, PIN and/or code, and we can prove that we could have stopped unauthorized transactions had you told us, you could lose as much as \$500.00.

Also if your statement shows transfers that you did not make, including those made by card, PIN, code or other means, 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 back any money you lost after the sixty (60) days if we can prove that we could have prevented the transactions had you told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for VISA® Check Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by VISA®.

## **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your card, PIN and/or code have been lost or stolen, call our Client Care Center at 1-877-779-2265 (BANK) or write us at: BankUnited Operations/EFT Error, 7815 NW 148th Street, Miami Lakes, Florida 33016.

You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

## **ERROR RESOLUTION AND NOTICE**

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or records, please contact us immediately at the telephone number or address listed above. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. In your communication, please provide us with the following information:

1. Your name and account number
2. A description of the error or transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information
3. The dollar amount of the suspected error

If you initially tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will advise you of the results of our investigation within ten (10) business days (five (5) business days for VISA® Check Card point-of-sale transactions processed by Visa, or twenty (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 forty-five (45) days to investigate your complaint or question (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer). If we decide to do this, we will provisionally credit your account within ten (10) business days (five (5) business days for VISA® Check Card point-of-sale transactions processed by VISA and twenty

(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 ten (10) business days, we may not provisionally credit your account.

At the conclusion of our investigation, we will inform you of our results within three (3) business days. If we determine 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. We will also charge your account for the amount in question if you previously received credit of the amount.

Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before the account is opened.

### **ATM SAFETY PRECAUTIONS**

As with all financial transactions, for your own safety, please exercise discretion when using an ATM facility. The following are some tips that may be helpful. Please review them carefully.

- Prepare your transactions at home (i.e. by filling out a deposit slip) to minimize your time at the ATM.
- Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
- Choose an ATM that is well-lit.
- If an ATM looks unusual or altered, don't use it. If you suspect the ATM is not working properly, cancel the transaction and find another machine.
- Stand between the ATM and anyone waiting to use the machine so others can't see your PIN or the transaction amount.

- As soon as your transaction is complete, remember to remove your card from the ATM, and to put away your money, receipt and card.
- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN anywhere, especially on your card. Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
- Never give information about your ATM card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.
- Be aware of your surroundings at an ATM. Look around when you walk up to or exit the ATM. If you notice anyone or anything suspicious or that you deem unsafe, use another ATM.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction.
- When using a walk-up ATM, minimize transaction time by having your card ready to use.
- When using a drive-up ATM, keep your car engine running and your doors locked.
- If you think you are being followed from an ATM, go to a busy area and immediately contact the police.





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