

# COMMUNITY NATIONAL BANK

P.O. BOX 3903  
MIDLAND, TX 79702

## ELECTRONIC FUNDS TRANSFERS

### YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Each cardholder agrees to the following terms and conditions which are the contract governing the issuance and use of your Visa Check card. The agreements that apply to your checking, interest checking, regular savings, and savings with limited check writing privileges (money market type) accounts, apply to all Visa Check transactions including ATM and point of sale, made on these accounts. You agree that all accounts accessed by the Visa Check card must have the same common ownership or liability as the Visa Check card. The Visa Check card is our property, and we may revoke the card at any time without cause or notice. You must surrender a revoked card and you may not use an expired or revoked card. You will notify us if the card is lost or stolen. We may change the enhancements offered (e.g. card registration) at any time without further notice to you. We may change the terms of this agreement without notice, unless required by law.

#### UNAUTHORIZED TRANSFERS

**(a) Consumer Liability.** 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 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 \$50.00 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 \$500.00.

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 period.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

**(c) Business Days:** For purposes of these disclosures, our business days are (Monday through Friday) Holidays are not included.

#### (d) Transfer types and limitations

**(1) Account access.** You may use your card and/or online access to:

- (i) Withdraw cash from your checking or savings account.
- (ii) Transfer funds between your checking and savings accounts whenever you request.
- (iii) Pay for purchases at places that have agreed to accept the card and/or code.
- (iv) Pay bills directly by phone from your checking or savings account in the amounts and on the days you request.

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

#### (2) 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:

- (i) Pay for purchases.
- (ii) Pay bills.

#### (3) Limitations on frequency of transfers

- (i) You may make unlimited number of cash withdrawals from our terminals
- (ii) You can use your telephone bill payment service to pay unlimited number of bills .
- (iii) You can use our point-of-sale transfer service for unlimited number of transactions.

#### (4) Limitations on dollar amounts of transfers

- (i) You may withdraw up to \$510.00 from our ATM terminals per day, per account.
- (ii) You may buy up to \$1,500.00 worth of goods or services per day, per account, using your point-of-sale transfer service.

#### (e) Fees

**(1) Per transfer charge.** We will not charge you for each transfer you make using our ATM.

#### (f) Confidentiality

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

- (1) Where 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 written permission

#### (g) Documentation

##### (1) Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using one of our terminals, or at a point of sale transaction. You may not receive a receipt if the transaction is \$15.00 or less.

##### (2) Pre Authorized Credits

If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at the telephone number listed at the end of this disclosure to find out whether or not the deposit has been made.

##### (3) Periodic Statement

You will receive a monthly account statement from us for checking accounts.

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.

#### (h) PreAuthorized Payments

**(1) Right to stop payment and procedure for doing so.** If you have 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 or address listed in this disclosure, in time for us to receive your request three 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 days after you call. See Fee Schedule for Stop Payment Charge.

**(2) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. (You may choose instead to receive 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.)

**(3) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### (i) Financial Institution's Liability

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 the transfer would go over the credit limit on your overdraft line.

(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.

#### **(j) ATM Operator/Network Fees.**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

#### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 ten 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.

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.

#### **Visa Point-Of-Sale Transactions.**

Visa Check Card point-of-sale transactions - types of transactions - You may access your checking account(s) by debit card to:

- get cash from a participating financial institution
- purchase goods or pay for services in person or by phone
- get cash from a merchant, if the merchant permits
- do any transaction that can be made with a credit card
- purchase goods via the Internet

You do not have the right to stop payment on any point-of-sale transaction originated by use of your Visa Check card.

If a negative balance (overdraft) in your checking account results from the use of the Visa Check card, you will pay us on demand this negative balance and our then current charge for overdrafts. If you have overdraft checking privileges for an account, you are bound by the rules and regulations, which apply to that credit privilege.

#### **Electronic Funds Transfers Initiated By Third Parties.**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. 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 Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases your authorization can occur when the merchant posts a sign informing you of their policy.

In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can typically be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

International ACH Transactions - We are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**VISA CARD DEBIT.** Additional limits on liability for losses. 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 card. This additional limit on liability does not apply to ATM transactions, to transactions using your personal identification number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Any person honoring your Visa Check Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. The balance available for authorizing transactions with your Visa Check card is the lesser of your available account balance or daily dollar limitations.

Purchases and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and may include a margin and or fees charged directly by Visa International. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount.

Non-usage of your Visa Check Card for six (6) months, could result in cancellation of your card.

**Important Information Regarding Your Visa-Branded Debit Card -** 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.

**Internet Banking** - types of transfers - You may access your account by computer at [www.cnbx.net](http://www.cnbx.net) and using your personal identification number (PIN) to:

- transfer funds from checking to savings or from savings to checking
- make payments from checking or savings to a loan
- make payments from checking to a third party
- get balance information for checking, savings, CDs or loans
- get withdrawal, deposit, or transaction history about checking or savings

Security of your transactions is important to us. Use of the Internet Banking Service will therefore require a PIN or password. If you lose or forget your PIN or password, please call 432/262-1600 for the customer service during normal business hours. Our Internet Bank Service will accept as authentic any instructions given to us through the use of your password or PIN.

You agree to keep your PIN or password secret and to notify us immediately if your PIN or password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking Services.

You may change your password at anytime. We may be liable for certain security breaches to the extent required by law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to 1) monitor and/or record all communications and activity related to the Internet Banking Services and 2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transactions.

If any unauthorized use of your PIN or password occurs you agree to 1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator and 2) provide reasonable assistance requested by us in recovering any authorized transfers of funds.

**WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS, PASSWORDS, OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

**COMMUNITY NATIONAL BANK**

**P.O. BOX 3903 MIDLAND, TEXAS 79702**

**Telephone: 432-262-1600**

**Lost or stolen card: 1-800-554-8969**