

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

**Fidelity Bank**  
353 Carondelet Street  
New Orleans, Louisiana 70130  
(504)569-3594  
www.bankwithfidelity.com

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Fidelity Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your debit card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Fidelity Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

### **DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may use your card at any merchant that accepts Visa<sup>®</sup> debit cards for the purchase of goods and services.

### **FIDELITY ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our Fidelity ATM terminals, you may access your accounts through the following network(s): Pulse, Money Pass, Cirrus

**ATM 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.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. You can use your Debit card and PIN to make purchases at merchant locations that are members of the point-of-sale transactions networks in which we participate.

You may use your Debit Card without your PIN to make purchases at merchant locations that accept Visa<sup>®</sup> cards. Funds for these purchases will be withdrawn from the primary account that you have designated. The transactions may be charged to your account immediately or may take up to several days after the transaction has occurred depending on when the merchant processes the transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees. (Note: Your Debit card is not a Visa credit card, and this Agreement does not replace or affect an Visa<sup>®</sup> Account Agreement that you may have with us or any financial institution. You agree not to request Debit card transactions that will exceed the daily limit or create an overdraft in any of your designated accounts. In the event that an overdraft does occur, you agree to immediately deposit sufficient funds to cover the amount of the overdraft plus all associated fees and charges as outlined in the Fee Schedule.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- debit card: checking account.

Your Debit card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

Your Debit card may also be used to obtain cash from participating merchants.

If you wish to designate additional accounts with us for access using your Debit card, you should contact a branch convenient to you.

**AUTHORIZATION HOLD.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. (For example, a gas stations usually requests authorization in the amount of \$1.00. Also, restaurants authorize transactions for 20% more than the price of the meal.) If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf. You agree that we have the right to place an authorization hold on a corresponding amount of funds in your Designated Account until that transaction is posted against your account. Funds held for Debit transactions will be held in the amount authorized by the merchant.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a 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, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**SERVICES PROVIDED THROUGH USE OF FASTLINE.** You may perform the following functions through use of FASTLINE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts. However, you will not be allowed to transfer any funds on a CD Individual Retirement Account (IRA).
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

For questions or more information, call us at: (877)931-3278

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).

**SERVICES PROVIDED THROUGH USE OF FIDELITY INTERNET BANKING AND FIDELITY MOBILE BANKING.** Fidelity Bank offers its customers use of our Fidelity Internet Banking and Fidelity Mobile Banking service.

**MOBILE BANKING/RDC.** You may use [www.bankwithfidelity.com](http://www.bankwithfidelity.com) or Fidelity Mobile to view your account information, make deposits (Fidelity Mobile only), transfer funds between your Fidelity accounts, or make payments from your account to third parties. Enroll for these services on [www.bankwithfidelity.com](http://www.bankwithfidelity.com) or by downloading the Fidelity Mobile app for select mobile devices. You must agree to the additional disclosures including but not limited to the Mobile Remote Deposit Services Agreement and specific terms for using these services when you enroll. Your Mobile deposits are not subject to Regulation CC. If a hold is placed on your mobile deposit and you incur OD/NSF fee(s) during the time your deposit is held, Fidelity is not obligated to refund these fees.

Note: You must agree to the Online Banking Agreement when you enroll in internet banking services. Refer to the Online Banking Agreement for specific terms.

**SMS Text Banking.** You may access your account(s) on your mobile phone through SMS text message. You may perform the following types of transfers: (a) Transfer funds among one primary checking, money market or savings account and one secondary checking, money market or savings account.

**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 to pay bills.

**LIMITATIONS ON TRANSACTIONS**

## **TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$400.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

**TOTAL DAILY LIMITS.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$2,500.00 in any one day.

**OTHER WITHDRAWAL LIMITATIONS.** Fidelity Bank reserves the right to impose further limitations on the use of your debit card without prior notice for security reasons. If you are traveling outside of Fidelity Bank's local region and would like to utilize your debit card, you must contact us before you leave to ensure your debit card will be available. International e-commerce transactions are limited to \$200.00 per day.

### **OTHER LIMITATIONS.**

- There is a limit on the amount of bill payment transactions of no more than \$99,999.00 per transaction.
- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer. Please refer to the Account Agreement for more information regarding transaction limitations.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (800)220-2497 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Fidelity Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a

transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM or via the telephone.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (800)220-2497

or

write to: P.O. Box 5990 Metairie LA 70009 Attn: Retail Support

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (504)569-3594 (Monday-Thursday 8:15 am - 5:00 pm, Friday 8:15 am - 6:00 pm, Saturday 9:00 am - 1:00 pm) or (877)931-3278 (Monday-Thursday 8:15 am - 5:00 pm, Friday 8:15 am - 6:00 pm, Saturday 9:00 am - 1:00 pm)

or

write to: P.O. Box 5990 Metairie LA 70009 Attn: Electronic Banking

In addition to calling or writing us, you can visit your local branch.

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 without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access 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 applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access 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 Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the

limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your debit card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (800)220-2497

or

write to: P.O. Box 5990 Metairie LA 70009 Attn: Electronic Banking

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Fidelity Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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 credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) 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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

## **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fidelity Bank Fee Schedule, which is hereby incorporated into this document.

**Fidelity Bank Fee Schedule.** The Fidelity Bank Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Fidelity Bank upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fidelity Bank Fee Schedule, which is incorporated into this document by reference.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Fidelity Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will cause you greater costs or liability or if it will limit your card access to your designated accounts. We will not have to notify you in advance, however, if the change is necessary for security reasons.

You can terminate this Agreement at any time by notifying us in writing and no longer using your Debit card. We can also terminate the Agreement at any time. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transactions to be completed with your Debit card after the Agreement has been terminated.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Fidelity Bank.

Transfers made at ATMs owned and operated by other institutions can only be made between your designated primary checking and savings accounts.

Balance inquires made at ATMs owned and operated by other institutions can only be made regarding our designated primary checking or savings account.

You may use your Debit card and PIN to complete transactions on your designated accounts with us at ATMs that are owned and operated by other banks who are members of electronic funds transfer networks in which we participate.

If you attempt to use your Debit card at an automated teller machine that is not owned and operated by a member bank of an electronic funds transfer network in which we participate, there is a possibility that the machine may keep your Debit card and not return your card to you.

You may be charged an additional fee by another institution for use of its ATM (a non-Fidelity/Community Cash ATM) and by any national, regional or local network used to complete the transaction. The fee should be disclosed to you on the ATM.

You agree that we will not be responsible or liable for a participating merchant's refusal to accept your Debit card.

If more than one person signed your request for electronic banking service, each person who signed will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this agreement. All persons who are authorized to make withdrawals from your designated deposit account with us expressly and impliedly agree that you (and all other persons authorized by you) may use your Debit card and PIN to complete transactions on your designated accounts.

You may authorize a third party to initiate electronic fund transfers between your checking, money market or savings accounts and 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 Clearing House (ACH) or other payment 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 electronic fund transfer 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 financial institution information. This information can 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 funds transfers.

Please refer to the Fee Schedule for the amount that will be charged to your account for each stop payment order you request.

Debit Card Transfers - Merchants may allow returns or refunds on purchases; however, you cannot stop payment on any Debit card transaction. For this reason, you should inquire about the merchant's refund policy before entering into a debit card transaction. Merchandise purchased by using your Debit card that is subsequently returned will be reflected as a credit on your checking account statement provided you elect to have the return credit to your account.

**Transactions That are Not Completed.** If you properly instruct us to perform an electronic funds transfer and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for instance (a) if, through no fault of ours, you do not have enough money in your account to make the transfer, (b) if the money in your designated account is attached, subject to legal process or other claim restricting such transfer, (c) if the transfer would go over the credit limit on your overdraft line, (d) if an ATM banking machine does not have enough cash to complete the transaction, (e) if there is a technical malfunction in the system that is known to you when you try to perform the transaction, (f) if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken, (g) if we believe in good faith that a breach of security has occurred, or is occurring, involving your account or any aspect of your utilization of electronic banking services and we take immediate steps to notify you, (h) if you did not receive an online banking confirmation number for a transfer request, or (i) there also may be other exceptions as provided by applicable law or stated in our agreement with you.

Visa® is a registered trademark of VISA International Service Association.