



## Electronic Fund Transfer Act

### Your Rights and Responsibilities under the Electronic Fund Transfer Act

Federal law requires that Liberty National Bank provide you with the following disclosure, **Your Rights and Responsibilities under the Electronic Fund Transfer Act**, before we can process any electronic fund transfers for your account(s). It contains important information about your and our rights and responsibilities with regard to electronic transactions. Please read it carefully and be sure you understand it before you continue to the Internet Banking Account Application. If you have any questions or need further information about electronic fund transfers, please call Customer Service at (855) 351-2265 between 8:00 a.m. and 5:00 p.m. Monday through Friday.

#### Definitions.

**"Account"** means any deposit account you have with us from or to which we allow electronic fund transfers ("EFTs").

**"ATM"** means any automated teller machine where you can use your Card and PIN.

**"Available Funds"** means the money in your Account which can be withdrawn or transferred together with any credit you may have available to you under your Reserve Credit Agreement with us (if applicable). 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 to allow a reasonable time for checks deposited to or cashed against your Account, or to allow certain Account withdrawals, such as point of sale (POS) transfers, to clear.

**"Bill Payment"** is the service we offer that allows you to request transfers of funds to third parties through Liberty Touch Tone Teller, Internet Banking, or by other means that we specify.

**"Business Day"** See Section 3 below for a definition of our "Business Day".

**"Card"** means the Liberty ATM and/or the Debit Card.

**"Checking"** Account means the Elite Checking, Extra Checking, Essential Checking or any other checking account that we offer and that you have selected in your application for the EFT service.

**"Electronic Fund Transfer"** or **"EFT"** is a transfer of funds at our bank that is initiated electronically. The EFT services we offer are listed in Section 1 below.

**"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

**"Internet Banking"** means our system that allows you to access your Accounts and make transfers through the Internet.

**"The Touch Tone Teller"** means our automated voice response telephone banking system.

**"Point of Sale"** or **"POS"** terminal means an electronic terminal at which you can use your Card and PIN to pay for goods and services and receive cash by debiting your Account.

**"PIN"** means, as applicable, the personal identification number you agree to use to identify yourself when using an ATM or POS or making a telephone transfer, or using Internet Banking. These numbers need not be the same.

**"Preauthorized Transfers"** mean transfers you have arranged in advance for us to make, including checks written to third parties, POS transfers, telephone transfers, and transfers made through Internet Banking, including transfer orders made in advance through Internet Banking.

**"Overdraft Protection"** means any Overdraft Protection Plan you may have with us.

**"Savings"** Account means the Savings Account and/or Money Market Deposit Account you have selected in your application for the EFT service

**"We", "us"** and **"our"** mean Liberty National Bank.

**"You"** and **"your"** mean anyone who has an Account with us and is authorized to use the applicable EFT service.

**1. WHAT IS AN EFT?** An EFT is a transfer of your funds at our bank which is initiated electronically, for example, by telephone, computer, Internet access device, ATM or POS. We currently offer the following EFT services:

**(a) Direct Deposit.** You can arrange for the direct deposit to your Account of Social Security benefits or other deposits such as payroll, that we allow to be deposited directly to your Account through the computer or Internet access device.

**(b) Touch Tone Teller.** You may use your Account number and PIN to make the following types of transfers by telephone:

(1) Transfer Available Funds between your Checking and Savings Accounts.

(2) Transfer Available Funds from your Checking or Savings Account to make a payment on a Liberty National Bank loan.

(3) Find out what the current Available Funds balance is on your Checking or Savings Account.

**To use the Touch Tone Teller call (580) 492-6448.**

**(c) Preauthorized Payments.** You can arrange to have payments or transfers (that we allow) made from certain Accounts automatically. These payments or transfers are made to third parties such as insurance and utility companies.

**(d) Services Available at our ATMs.** You may use your Card and PIN to do the following at our ATMs:

(1) Withdraw Available Funds from those Accounts that you have selected in your application for the EFT service.

(2) Make deposits to those Accounts that you have selected in your application for the EFT service. (This EFT service is available only at deposit accepting ATMs that are located at other banks.)

(3) Transfer Available Funds between those Accounts that you have selected in your application for the EFT service.

(4) Find out what the current Available Funds balance is on your Checking or Savings Account.

**(e) Account Access.** You may use your card /pin to:

(1) Withdraw cash from your checking or savings account.

(2) Make deposits to your checking or savings account.

(3) Transfer funds between your checking and savings accounts whenever you request.

(4) Pay for purchases at places that have agreed to accept the card/pin.

(5) Pay bills directly by phone from your checking or savings accounts in the amounts and on the days you request.

(6) One-time EFTs initiated using information from a consumer's check is permissible.

A Merchant or other payee may create an electronic debit for returned check charges.

Some of these services may not be available in all situations.

**(f) Services Available through Internet Banking:**

You may use your Internet Banking PIN to do the following through the Internet, Phone or Tablet:

(1) Obtain account balances and transaction information for your Accounts.

(2) Transfer funds between your Accounts.

(3) Request copies of checks and send electronic messages to us.

(4) Deposit checking using your phone or tablet.

**(g) Bill Payment.** If you have applied and been approved for Bill Payment, you may conduct the following transactions from your designated Checking Account:

(1) Make payments to any person or business (a "payee") in the United States, that we allow.

(2) Schedule and make future payments.

(3) Set up automatic recurring future payments.

(4) Review, change and cancel payments.

(5) Inquire about specific payments.

(6) Popmoney - Person to Person Money Transfers/Payments.

**(h) When Service is Available.** Liberty National Bank ATMs and ATM Switch Network ATMs are open 24 hours every day, except:

1. All ATMs are closed briefly each day for balancing and replenishment of supplies

Except as noted above our Electronic Funds Transfer services are generally available 24 hours every day but may be closed for maintenance, for security reasons, or due to malfunction.

**(i) Limitations on Availability of Services.**

We are members of an ATM Switch Network, and all of the transactions described in (d) and (e) above may not be available at all ATMs or POS terminals where you can use your Card and PIN.

We only allow two types of EFT Services for Savings Accounts: direct deposit to the Savings Account (see subsection (a) above) and telephone transfers described in subsection (b) above. We do allow Preauthorized Transfers from a Savings Account, and you may use if authorized a Card to access a Savings Account.

**(j) FEES.** There is a charge of \$1.00 for electronic fund transfer, cash withdrawals, or balance inquiry made at ATMs we do own or operate.

**(k) ATM OPERATOR/NETWORK 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)

**2. AGREEMENT.** By signing an application or by using your Card or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. Your Deposit Account Contract contains additional rules about the use of your Account, and is a part of this Agreement.

You agree that if you give your Card or your PIN to another person, or if you ask us to issue a Card and a PIN to another person, you will be responsible for all transactions done by that other person, just as if you had made the transactions yourself, unless and until you notify us that further transactions by that other person are no longer authorized by you. If you notify us orally, we may ask you to confirm the notification in writing. Any Card or PIN we issue to another person at your request will be subject to this Agreement. (See also Section 15 below.)

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

**4. GENERAL LIMITATIONS ON TRANSACTIONS.**

**(a) General.** We may limit the number, type and form of Accounts to or from which we will allow EFTs (see, for example, Section 1(i) above).

**(b) Savings Account limitations.** During any month or statement period of at least four (4) weeks you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party.

The following types of transfers do not count towards the six (6) transfer limit described above:

(1) Preauthorized Transfers from your Savings Account or Money Market Deposit Account to make a loan payment to us. However, transfers of funds from your Savings Account or Money Market Deposit Account to cover an overdraft in any Checking Account do count towards the six (6) transfer per monthly statement period limit described above.

(2) Transfers or withdrawals you request in person, by mail, or by messenger.

(3) Transfers or withdrawals that you make at an ATM or POS terminal or that you otherwise make in person with a Card.

(4) Preauthorized Transfers of funds into a Savings Account or Money Market Deposit Account you maintain with us.

(5) Checks that we mail to you at your request, provided that they are payable to you. This includes checks payable to you that you request by using Internet Banking.

If you exceed the six (6) transfer limit described above on more than an occasional basis, we reserve the right to close your Savings Account or Money Market Deposit Account, take away the Preauthorized Transfer capacities of your Savings Account or Money Market Deposit Account, and/or convert your Savings Account or Money Market Deposit Account to a Checking Account or another type of transaction account, as a penalty for repeated violation of the limit.

**(c) Overdrafts and Transfers that exceed Daily Limit.** If you do not have enough Available Funds to cover a transaction, or if a transaction would go over the daily limit described below in Section 5a, you agree that we do not have to permit the transaction. You also agree that you will not request any transaction which would cause your Account to become overdrawn, or which would otherwise break the rules in this Agreement or in any other agreement you have with us. (See also Section 2 above.)

If any of your Accounts has an overdraft, for whatever reason:

You agree to pay us the amount of the overdraft promptly. If you do not pay promptly, you also agree to pay our collection costs, including attorneys' fees, as allowed by law.

We may reduce the amount of the overdraft by using our right of set off (as described more fully in your Deposit Account Contract).

**5. LIMITATIONS ON ATM AND POS TRANSACTIONS.**

**(a) Daily Limit for transfers with a Card and PIN.** You may withdraw up to your daily limit (as identified in your application for EFT service) each day by using your Card and PIN. This limit applies separately to each cardholder, and applies even if you have access to more than one Account with your Card and PIN. This limit applies to the total of all withdrawals and POS transactions from all Checking Accounts and all Savings Accounts with a Card and PIN. If on a particular day, the amount of Available Funds in your Accounts totals less than the daily limit, you may not withdraw more than the total of Available Funds on that day with a Card and PIN.

**(b) Limit on transfers with a Card only.** Some merchants may allow you to use your card without your PIN to pay for purchases. The daily limit described in subsection (a) above does not apply to any POS transfers you are allowed to make with your Card alone, without your PIN. You may make POS transfers with your Card alone, without your PIN, up to the amount of Available Funds in your Account(s).

In deciding whether to process a POS transfer from your Account that is made with your Card alone, and without your PIN, you agree that we may either: (1) immediately debit your Account for the amount of the POS transfer as soon as we receive any electronic or other notice of the POS transfer, or

(2) place a "hold" on funds in your Account in an amount equal to the POS transfer as soon as we receive any electronic or other notice of the POS transfer. If we place a "hold" on funds in your Account to cover a POS transfer that you make with your Card alone, without your PIN, we do not have to make the funds that are subject to a "hold" available to you for withdrawal or to pay for any transfer from your Account, apart from the POS transfer that was the reason for our putting the funds on "hold".

**(c) Other limitations.** During a malfunction of an ATM or POS terminal, our computer system or the ATM or POS system, we may limit the number, dollar amount and the types of EFTs you can make, including the types of Accounts you can access with a Card (whether or not at an ATM or POS terminal).

For security reasons, there are other limits on the number and dollar amount of EFT transactions you can make, in addition to the limits that are described in this Agreement.

Other limitations may apply at merchants or at ATMs or POS terminals which you can access through the ATM and POS Switch Network.

**6. DOCUMENTATION AND TELEPHONE INQUIRY.**

**(a) Account statement and receipts.** You have a right to receive certain types of documentation and information concerning EFTs. You can get a written acknowledgment at the time you make a transaction through an ATM or POS terminal, unless the ATM or POS terminal is not working properly. This acknowledgment will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction.

**(b) Direct 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 sixty (60) days from the same person or organization, call the Customer Service Department at (855) 351-2265 to find out whether or not the deposit has been made.

**7. PRE-AUTHORIZED TRANSFERS FROM YOUR ACCOUNT.**

**(a) Stop Payment.** If you have told us in advance to make regular payments out of your Account, or if you have given us payment instructions through Bill Payment, you can stop any of these payments. Here's how:

Call us at **(855) 351-2265** and ask for the Customer Service Department, or write us at:

**Customer Service Department  
Liberty National Bank  
629 SW "C" Avenue  
Lawton, Oklahoma 73501**

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 send it to us at an address we specify within fourteen (14) days after you call. If we require you to put your request in writing and send it to us within fourteen (14) days and you do not do so, then your oral stop payment request will cease fourteen (14) days after it 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 (other than a payment requested through Bill Payment), you must notify the person or organization you have told us to pay. A stop payment request which we receive will only stop the particular payment to which it applies, unless you specifically instruct us otherwise. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay. For payments initially requested through Bill Payment, you only need to notify us to stop these payments permanently.

**(b) Notice of Varying Amounts.** If these regular payments may vary in amount, either we or the person or organization 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 ask us or the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts

**(c) Liability for Failure to Stop Payment of Pre-authorized Transfers.** If you ask us to stop one of these payments three (3) business days or more before the transfer is scheduled by giving us a proper stop payment request (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 may suffer.

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

**8. CHARGES.** Our charges for EFTs are disclosed on the enclosed Schedule of Charges under the heading "Electronic Funds Transfer/ATM Charges."

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

(a) We will not be liable if, through no fault of ours, you do not have enough Available Funds in your Account to make the transfer.

(b) We will not be liable if the Account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.

(c) We will not be liable if the ATM, POS terminal, Touch Tone Teller, Internet Banking or Bill Payment or the system that supports these services was not working properly and you knew or should have known about the breakdown when you started the transaction.

(d) We will not be liable if you do not give us, where applicable, your name, correct PIN and, where applicable, correct Account numbers and correct Social Security Number when starting the transfer.

(e) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken. Such circumstances include delays or losses of bill payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God, or other conditions beyond our control.

(f) We will not be liable if we do not receive proper instructions or notifications for the use of the Account for EFTs or proper instructions for the particular transfer.

(g) We will not be liable if the ATM or POS terminal where you are making a withdrawal does not have enough cash.

(h) We will not be liable if the funds in your Account are subject to a Court order, legal process or other encumbrance restricting such transfer.

(i) We will not be liable if your Card has deteriorated or been damaged so that it does not function properly.

(j) We will not be liable if your Card or PIN has been reported lost or stolen.

(k) We will not be liable if you do not follow the procedures in this or any other agreement you have with us, or the applicable Touch Tone Teller, Internet Banking or Bill Payment instructions on how to make transfers or payments.

(l) We will not be liable if the transfer would not be within the daily limit described in Section 5(a) above.

(m) We will not be liable if you fail to confirm the completion of a transfer made through The Touch Tone Teller, Internet Banking or Bill Payment.

(n) We will not be liable if we have reason to believe that you or someone else are using the ATM or POS terminal, Touch Tone Teller, Internet Banking or Bill Payment for fraudulent or illegal purposes.

(o) We will not be liable if you or we have terminated this Agreement, or we have canceled your Card and/or your PIN.

(p) We will not be liable if the telephone or Internet access device you are using for the transaction fails or malfunctions.

(q) We will not be liable if you do not authorize a payment through Bill Payment soon enough for your payment to be made and properly credited by the payee by the time it is due.

(r) We will not be liable if we make a timely bill payment but the payee does not credit your account promptly after receipt.

(s) There may be other reasons under Federal or State law why we will not be liable.

(t) There may be other exceptions stated in our agreement to you.

**10. OVERDRAFT PROTECTION.** If you have overdraft protection, you can, at our discretion, overdraw your checking account to access the available funds under your overdraft protection plan.

**11. ACCOUNT INFORMATION DISCLOSURE.** We do not disclose any non public personal information about our customers or former customers to anyone, except as permitted by law.

**12. UNAUTHORIZED TRANSFER.** If you believe your card/pin has been lost or stolen, call (800)554-8969 or (855) 351-2265 or write:

**Customer Service Department  
Liberty National Bank  
629 SW "C" Avenue  
Lawton, Oklahoma 73501**

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.

**13. CUSTOMER LIABILITY.** Tell us AT ONCE if you believe your card/pin has 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 is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft availability). If you tell us within two business days after you learn of the loss or theft of your card/pin, you can lose no more than \$50.00 if someone used your card/pin without your permission.

If you DO NOT tell us within two business days after you learn of the loss or theft of your card/pin, and we can prove we could have stopped someone from using your card/pin 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/pin or other means, tell us at once. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money you lost after the sixty 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.

**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, to transaction using your Personal Identification Number, which are not processed by VISA.

**14. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** In case of errors or questions about your electronic transfers, you may telephone us at (855) 351-2265 or write to us at

**Customer Service Department  
Liberty National Bank  
629 SW "C" Avenue  
Lawton, Oklahoma 73501**

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty 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 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 10 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 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.

**15. THE CARD.** The Card belongs to us. We can take it back at any time. You agree to promptly surrender the Card whenever we or our agents request it.

If more than one person is authorized to request EFTs from your Account, or if another person has a Card and a PIN that can access your Account, we cannot stop that person from making EFTs from your Account unless we cancel all Cards and PINs that access the Account. (See also Section 2 above.)

If you give an ATM or POS terminal the wrong PIN, the ATM or POS terminal may keep your Card. You understand that this is for your protection.

**16. YOUR PIN.** You agree that you will not give your PIN to anyone. You also agree that you will not write your PIN on the Card or on anything that is easily accessible to an unauthorized user. **DO NOT WRITE YOUR PIN ON THE CARD. DO NOT KEEP YOUR PIN, ACCOUNT NUMBER(S) AND CARD IN THE SAME PLACE.**

If you forget your PIN, you will have to get a new PIN and you may also have to get a new Card. We do not keep any record of your PIN.

**17. JOINT ACCOUNTS.** If the Account is a joint Account, the following applies:

(a) Each owner of the Account must have his or her own Card and/or PIN (as applicable) in order to use any of the EFT services described in Section 1 (b), (d), (e), (f) or (g) above.

(b) All obligations and charges that bind you under this Agreement and any other agreement relating to the Account also bind all other owners of the Account. Each owner of the Account is jointly and severally liable for the use of the Account and for all transactions from the Account, including transactions made with a Card or PIN.

(c) Any one of you can give us written permission to disclose information about the Account or about transactions you make to third parties. (See Section 11(d) above.) Any one of you can also ask us to cancel this Agreement or the Cards and PINs that access your Account(s), or take any other action in connection with the Account. We may make such disclosures or take such other actions without any prior or subsequent notice to or approval by the other Account owners.

Even if this Agreement is canceled or ends, you understand that you will continue to be responsible for paying us whatever you owe us at that time under this Agreement.

**18. CANCELING THIS AGREEMENT.** We can cancel this Agreement at any time, without any advance notice to you. You can cancel this Agreement by telling us in writing that you want to cancel this Agreement. You can also cancel this Agreement by closing your Account(s). You agree to give us three (3) business days to cancel this Agreement after you give us notice. You remain responsible for all transactions of funds to and from your Account(s) during these three (3) business days.

**19. 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 owing from you to us and you authorize us summarily to withdraw such amounts from your Account(s) or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount, as described more fully in your Deposit Account Contract. (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.)

**20. TERMINATION OF EFT SERVICES.** We have the right to terminate your ability to use any of our EFT services at our discretion. If you terminate Bill Payment, you authorize us to continue making transfers or bill payments until we have had a reasonable opportunity to act on your termination notice. If you wish to stop making automatic recurring payments that you have authorized through Bill Payment or otherwise, you must provide us with a separate notice in accordance with Section 7 above.

**21. ATTORNEY 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 our reasonable attorney fees if we win, to the fullest extent permitted by law and as awarded by the court.

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

**23. EVIDENCE OF TRANSACTIONS.** You agree that a photographic record or copy of any withdrawal, transfer, or other transaction involving your Account shall be evidence establishing your liability in any legal action involving you and us.

**24. AMENDMENTS.** We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as required by law. We will send any required notice to the address where you receive monthly statements for your Account(s). You agree to tell us whenever your address changes.

## **25. SPECIAL RULES RELATING TO Internet Banking AND BILL PAYMENT**

Before you use Internet Banking or Bill Payment services you should read this entire Agreement carefully.

**(a) Application.** To use Internet Banking or Bill Payment, you must complete an application. Approximately two business days after we receive your completed application, you may begin using Internet Banking or Bill Payment, as applicable, if we have approved your application.

**(b) Limitation of Liability.** We won't be liable if we fail to complete a transfer you request through Internet Banking or Bill Payment for any of the reasons set forth in Section 9 above. Provided none of those reasons are applicable, if we fail to process a transaction, cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to a person or entity which does not comply with your payment instructions, we will be responsible for returning any improperly transferred funds to your Account and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. The recrediting of your account and the redirecting of payments and transfers shall constitute our entire liability for incomplete or incorrect payments or transfers. These are your only remedies. In no event shall we be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of Internet Banking or bill payment, except to the extent such damages cannot be waived by law.

**(c) Warranty Disclaimer.** We disclaim all warranties regarding Internet Banking and Bill Payment expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

**(d) Your Equipment.** We are not responsible for any errors or failures in your use of Internet Banking or Bill Payment which result from any malfunction of your equipment, such as your telephone, computer or your software, or your Internet access device or system, including errors or failures that result from any computer virus or related problems that may be associated with the use of Internet Banking or Bill Payment.

**(e) Accounts.** You must maintain your Account, in good standing with us in order to perform transactions through Internet Banking or Bill Payment. If you do not maintain your Account in good standing we may terminate your ability to access your Account through Internet Banking or Bill Payment, or we may close your Account. We do not have to give you prior notice to take these actions.

**(f) Transfers between Accounts.** There may be a one (1) business day delay in transferring funds between designated Accounts depending upon the day and time on which you request the transfer. Transfers are subject to funds availability.

**(g) Eligible Accounts.** No transfers may be made from any Account that requires two or more signatures. There may be other reasons an Account may not be eligible for Internet Banking or Bill Payment.

### **(h) Special Rules that Apply to Internet Banking.**

(i) Your PIN. Ask us for your initial Internet Banking PIN. During your first use of Internet Banking, you will be asked to select a new confidential PIN. You agree to select a confidential PIN and to keep the PIN confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of Internet Banking. Your PIN may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your Accounts. The PIN is used to identify you as an authorized user of Internet Banking. You therefore agree to notify us immediately if the secrecy of your PIN is compromised and you also agree not to reveal your PIN to any person not authorized by you to use Internet Banking.

The security of your accounts depends upon you maintaining the secrecy of your PIN. If you believe that the secrecy of your PIN has been compromised you should call us AT ONCE at the number in Section 12. You also agree to change your PIN at once if you believe your Internet Banking PIN has been lost or stolen, following the instructions on Internet Banking.

We recommend that you change your PIN often. If you forget your PIN, you must call us at **(855) 351-2265** from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 p.m. Saturday to reset Internet Banking so that you can select a new PIN. You agree to retain your PIN in a secure location and separate from your Internet access device.

(ii) Internet Use. You understand that by using Internet Banking, information about your account will be transmitted over the Internet. You agree that our transmission of information in this manner does not constitute a breach of any duty we have to keep information about your accounts confidential. You agree that we will not be liable if an unauthorized third party obtains information about your account despite reasonable precautions we have taken to maintain the confidentiality of such information.

(iii) Account Information. Some transactional information from your current statement cycle for your accounts may be available from Internet Banking. Balance and transaction information provided on any day may be current only as of the close of business on the preceding business day. For a complete transaction history, you should refer to the periodic statements that we mail to you.

(iv) Electronic Messages. Electronic messages sent by you may not be immediately received by us. See Section 14 if you need to contact us immediately (for example, to report an unauthorized transaction from an account or to stop payment on a check.) No action will be made on your electronic message request until we actually receive your message and have a reasonable opportunity to act.

(v) Data Recording. The information and electronic messages you enter on Internet Banking may be recorded. By using Internet Banking you consent to such recording.

**(i) Special Rules that Apply to Bill Payment.**

(i) Electronic and Check Payments. After we receive your authorization for payment to any payee, the payment will be made either by transferring funds electronically from your Account to the payee or by preparing a check from your Account and sending the check to the payee. By authorizing a payment, you authorize the preparation and payment of such checks from the Account without your signature. We may pay checks, electronic payments, withdrawal tickets or instruments drawn on your Account in any order which we decide. You must have enough money in your account to complete the payment and should be aware that other transactions (such as ATM or in-branch withdrawals) may affect your account balances.

(ii) Payment Instructions. Payment instructions received on weekends or holidays on which we are closed will be considered received on the next business day. We are not responsible for delays in delivery of payments caused by the U.S. Postal Service, so you must authorize your bill payment in such a manner that your payments will be made on time. Any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least four (4) business days before a payment is to be made will be your responsibility. Our responsibility for any late payment or finance charges is limited by Section 25(b) above.

(iii) Recurring Payments. Bill Payment may be used to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month, or on the preceding business day if the regular payment day falls on a weekend or holiday. You must transmit your payment instructions for recurring payments at least four (4) business days before the payment is scheduled to be made.

(iv) Limitations on Payees. Only payees with United States addresses may be paid using Bill Payment. **YOU MAY NOT MAKE TAX PAYMENTS OR COURT-ORDERED PAYMENTS THROUGH Internet Banking.** We reserve the right to refuse to pay certain payees.

(v) Authorization to Debit Account. When you have entered and transmitted a payment instruction, you authorize us to reduce the Account accordingly. If the available balance in the Account (including any Reserve Credit Account) is not sufficient to make payments you have authorized, we may either refuse to pay the item or we may make the payment and thereby overdraw the Account. In either event, you are responsible for any non-sufficient funds and overdraft charges we may impose, as stated in the Deposit Account Contract. We reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.

(vi) Voiding Payments. If you have transmitted a payment request, you may use Internet Banking to void the payment (if, for example, a payment date or a payment amount is incorrect) if the voiding request is transmitted at least four (4) business days before the business day on which the payment is scheduled to be made. You will be responsible for the payment if your voiding request is not received at least four (4) business days before payment is to be made and you fail to stop the payment. If it is too late to void the payment in this manner and you wish to stop payment, call or write us at the phone number or address set forth in Section 7 above. The procedures set forth in Section 7 will apply.

**(j) Foreign Currency Conversion Rate Fee.** The rate we use to convert a Visa-branded debit card(Card) transaction made in the foreign currency to U.S. dollars has changed. Your continued use of the Card acknowledges acceptance of these amended terms. When you use your Visa-branded debit 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: (1) A rate selected by Visa from the range available in wholesale currency markets for the applicable central processing date, which rate from the rate Visa itself receives; or (2)The government mandated rate in effect for the applicable central processing date:In each instance, plus or minus any adjustments 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 posting date.

**(k) Illegal Use.** You agree that you will not use and will not permit anyone else to use the card unlawfully, for any illegal purpose, activity or transactions. If you use your Check Card and a merchandise-related dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. However, you are ultimately responsible for reaching a resolution.

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

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

**Periodic Statements:** You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.