

# ELECTRONIC FUNDS TRANSFER DISCLOSURE

The First National Bank of Beeville  
1400 E. Houston Street  
Beeville, TX 78102  
September 12, 2017

This disclosure contains information concerning our agreement with you pertaining to transactions which you may conduct through electronic or automated devices, including electronic check conversions. Please read this disclosure carefully as it contains important information. Other account specific fees as disclosed in your Rate and Fee Schedule may also apply. Even if you have closed your account, the requirements of Regulation E may still apply.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### Preauthorized Electronic Fund Transfers

Preauthorized Electronic Funds Transfer allows you to make certain withdrawals or transfers to or from your account using automated technology. These may be recurring deposits, transfers or withdrawals from your account, or one-time transactions. The use of preauthorized electronic funds transfer may be achieved in a variety of ways, which are described throughout this Disclosure.

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- \* Accept direct deposits from your employer or other financial institutions to your checking or savings account.
- \* Accept direct deposits from the U. S. Treasury or other government agencies to your checking or savings accounts.

You may arrange for us to complete preauthorized transfers from your deposit accounts such as payment of certain recurring bills from your checking and/or savings accounts.

### Fees and Charges:

- \* While The First National Bank of Beeville does not impose a fee for processing Electronic Funds Transfer or Electronic Check Conversion transactions, others may impose a fee for originating or processing these transactions, as well as collection fees in the event the transaction must be re-presented for payment.

### ATM / POS Services / MasterCard Debit Card Service

The First National Bank of Beeville offers Debit Card service that may be utilized at any retail establishment where MasterCard is accepted. This card also serves as your ATM card for The First National Bank of Beeville. We maintain three ATM's to conveniently serve you. One is located at the Main Banking Office, 1400 E. Houston Street, Beeville, Texas, one is located at the Branch Office, 142 N. Riedel, Yorktown, Texas, and another is located at the Branch Office, 125 S. Highway 46, Seguin, Texas.

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.
- \* Purchasing Without Using a PIN: Your Debit Card is imprinted with a MasterCard logo allowing you to make purchases just as you would with a MasterCard Credit Card. No PIN is required to complete the transaction, but in most instances a signature is required. At the time of the transaction an inquiry of your primary account balance is made. If sufficient funds are available in your account and sufficient card access has been established, the purchase will be approved. However, the money is not immediately removed from your account. One or two or more days later and possibly up to 30 days later, a settlement transaction is received by the Bank from MasterCard. This transaction will reduce your checking balance by the amount of your original transaction. You remain liable for the full amount of any MasterCard purchases made with your Debit Card regardless of when the settlement portion of the transaction is processed. If sufficient funds are no longer available when the settlement transaction attempts to post, the transaction will follow the overdraft path established for your account. If sufficient funds are still not available, you will be charged an Overdraft Fee. The amount of the initial approval remains outstanding against your card for up to 5 days or until the final settlement amount is received from MasterCard. Even though a transaction approval might not affect your account balance, the transaction approval will remain outstanding against your card access until the transaction(s) post to your account or until 5 days has elapsed (whichever occurs first).

### Overseas Transactions

If you perform an ATM or POS transaction at a non-U.S. location in a currency other than U. S. dollars, the requested amount will convert the local currency transaction amount into a U. S. dollar amount. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or card holder statement posting date.

- \* \* For security purposes, there are limits on the frequency and amount of transfers you may make using ATM's and this Point of Sale service.
- \* You may withdraw up to a maximum of \$ 500.00 (if there are sufficient funds in your account) per day.
- \* You may purchase up to a maximum of \$ 2,000.00 worth of goods and services per day, (in person) exclusive of ATM withdrawals.
- \* If the transaction is internet based (card not present) the daily purchase amount is limited to \$ 1,000.00.
- \* The aggregate amount you may withdraw per day is \$ 2,500.00

#### **Fees and Charges:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- \* Balance inquiry fee of \$.75 per inquiry.
- \* There is a Replacement Card Fee of \$5.00 per card.
- \* There is an inactivity fee of \$2.00 per statement cycle that the debit card remains inactive.
- \* We do not charge for any POS transactions.

**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).

#### **Voice Banking**

24-hour Banking Service via Touchtone Telephone to receive balance information, checks paid, date and amount of last deposit and transfer funds.

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Transfer funds between your deposit accounts.
- \* Obtain balance information on your deposit accounts.
- \* Verify the last date and amount of your payroll deposit.
- \* Determine if a particular check has cleared your account.
- \* Transfer from Demand Deposit Accounts for Loan Payments.

#### **Limitations on Frequency and Amount:**

- \* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

#### **Fees and Charges for Audio Response Transactions:**

- \* We do not charge for any Audio Response Transactions.

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**WEB Code Transactions:** WEB code transactions are transactions authorized by the consumer over the Internet and initiated by a third party through the Automated Clearinghouse (ACH) network. A TEL code transaction is similar in nature to an electronic check conversion; however, the authorization is provided over the phone by the consumer. A description of the transaction will appear on your statement.

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have

not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or Audio Response PIN 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 you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card 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 such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (361) 358-1530, or write us at The First National Bank of Beeville, Attn: Bookeeping, 1400 E. Houston St., Beeville, TX 78102. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

**Documentation.**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (830) 303-1530 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. 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 money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **(361) 358-1530**, or write us at **The First National Bank of Beeville, 1400 E. Houston Street, Beeville, TX 78102** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- \* Tell us your name and account number (if any).
- \* 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.
- \* 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 (10) business days.

We will determine whether an error occurred within ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

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

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- \* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$ 24.95 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

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

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Special Provisions. Following are other special provisions that may apply to your account.**

**Other Fees Could Apply :** Other account specific fees as disclosed in your Rate and Fee Schedule or the account brochure may apply.

**Closed Accounts:** The Regulation E rules and timing requirements pertaining to error resolution apply to closed accounts

**ATM SAFETY PRECAUTIONS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety precautions:

- \* When using walk-up or drive-up unmanned automated teller machines (ATMs) -
  - \* Remain aware of surroundings, particularly at night, and exercise caution when withdrawing funds;
  - \* Inspect an ATM before use for possible tampering, or for the presence of an unauthorized attachment that could capture information from the access device or your Personal Identification Number (PIN);
  - \* Refrain from displaying cash and put it away as soon as the transaction is completed; and
  - \* Wait to count cash until you are in the safety of a locked enclosure, such as your car or home.
- \* Do not reveal your personal identification number (PIN) to others. Avoid allowing others to view your PIN entry into an ATM. Memorize your PIN and do not write your personal identification number or code on your ATM access device.
- \* Safeguard and protect your access device. Treat it as if it were cash, and if it has an embedded chip, keep the device in a safety envelope to avoid undetected and unauthorized scanning.
- \* Promptly report a lost or stolen access device and report all crimes to law enforcement officials immediately.
- \* If you observe suspicious persons or circumstances while approaching or using an ATM, do not use the machine or, if you are in the middle of a transaction, cancel the transaction, take the access device, leave the area, and come back another time or use an ATM at another location.
- \* Safeguard and securely dispose of ATM receipts.
- \* Do not surrender information about your access device over the telephone or over the Internet, unless to a trusted merchant in a call or transaction initiated by you.
- \* Promptly review your monthly statement and compare ATM receipts against your statement to protect against ATM fraud.

\* If purchasing online with the access device, end transactions by logging out of websites rather than simply closing the web browser to protect against Internet fraud.

**Member  
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