

COLORADO VALLEY BANK ssb

ELECTRONIC FUND TRANSFERS INITIAL DISCLOSURE OF TERMS AND CONDITIONS

1. **LIABILITY DISCLOSURE:** Tell us AT ONCE if you believe your card or your personal identification number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your credit line, if you have one). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card or your PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

2. **ADDRESS AND TELEPHONE NUMBER:** If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

1-979-968-9556
or write:
Colorado Valley Bank
P.O. Box 796
La Grange, TX 78945

3. **BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday. Holidays are not included.

4. **ACCOUNT ACCESS:** You may use your card with your PIN to:

- a. Withdraw cash from your checking, savings, or credit line account.
- b. Transfer funds between your checking, savings, or credit line account whenever you request.
- c. Pay for purchase at places that have agreed to accept the card.
- d. Inquire as to the balance of your checking, savings or credit line account.

Some of these services may not be available at all terminals. Pulse™ locations also have varying requirements that can modify access.

5. **PREAUTHORIZED TRANSFERS:** We are equipped to:

- a. Accept certain direct deposits to your checking account.
- b. Pay certain recurring bills from your checking account.
- c. Accept certain direct deposits to your savings account.
- d. Pay certain recurring bills from your savings account.
- e. Transfer funds between your checking, savings or credit line account.

6. **LIMITATIONS ON FREQUENCY OF TRANSFERS – MONEY MARKET ACCOUNTS:** Transfers from a money market deposit account to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six per month or statement cycle.

7. **LIMITATIONS ON FREQUENCY OF TRANSFERS – SAVINGS ACCOUNTS:** Transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six per month or statement cycle with no more than three by draft, debit card or similar order to third parties.

8. **LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:** During most times there will be no limit as to the frequency of cash withdrawals by you; however, you will only be able to withdrawal five hundred dollars (\$500.00) per business day from the ATM.

Occasionally, technical problems may arise, at which time there will be no limit on the frequency of cash withdrawals, but you will only be able to withdraw \$100.00 per business day. If the Transact Network is down, funds cannot be withdrawn from a Transact ATM, but funds may be available from a non-Transact ATM.

9. **CHARGES:** Your account will be charged \$2.50 per month per card. There is also a \$5.00 ATM replacement card fee.
10. **TERMINAL TRANSFERS:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
11. **PREAUTHORIZED CREDITS:** If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, you can call us at (979)968-9556 to find out whether or not the deposit has been made.
12. **PERIODIC STATEMENTS:** You will get a monthly account statement for your checking account. A statement for your savings account will be mailed quarterly.
13. **THE RIGHT TO STOP PAYMENT AND PROCEDURES FOR DOING SO:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (979)968-9556, or write us at Colorado Valley Bank, Customer Service Department, P.O. Box 796, La Grange, Texas 78945, in time for us to receive your request 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 7 days after you call.

14. **LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:** If you order us to stop one of these payments 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.
15. **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:
 - a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - b. If the transfer would go over the credit limit on your credit line account.
 - c. If the automated teller machine where you are making the transfer does not have enough cash.
 - d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - e. If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - f. If the funds in your account are subject to legal process or other encumbrance restricting such transfer.
 - g. If you have reported your card as lost or stolen and you have neither been issued a new card nor reported to us in writing that you have recovered your card.
 - h. There may be other exceptions stated in our agreement with you.
16. **ACCOUNT INFORMATION DISCLOSURE:** We will disclose information to third parties about your account or the transfers you make:
 - a. where it is necessary for completing transfers;
 - b. in order to verify, with your consent, the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - c. in order to comply with government agency or court orders; or
 - d. if you give us written permission.

17. **IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:** telephone us at (979) 968-9556 or write us at:

Colorado Valley Bank
P.O. Box 796
La Grange, Texas 78945

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, please notify us immediately. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. 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.
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. With respect to:

- a. All electronic fund transfers except those resulting from a point-of-sale debit card transaction, we will tell you the results of our investigation in writing within 10 business days after we hear from you and we will correct any error promptly. If more time is needed, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-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 re-credit your account.
- b. Any transfer resulting from a point-of-sale debit card transaction, we will tell you the results of our investigation within 10 business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will re-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 re-credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.