ELECTRONIC FUND TRANSFER DISCLOSURE - YOUR RIGHTS AND RESPONSIBILITIES

For purposes of this disclosure the terms "we", "us" and "our" refer to Servbank, N.A. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure provides you with important information required by federal law about the EFT services that we offer and sets forth your and our rights and responsibilities in connection with these services. This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Please read this disclosure carefully and retain it for future reference.

Business Day. For the purpose of these disclosures, business days are Monday through Friday. Federal holidays are excluded.

Card. The use of "card" throughout these disclosures refers to any automated teller machine (ATM) access or debit card issued by Servbank, including but not limited to, a Servbank Debit Card, HSA Debit Card, Visa Debit Card, or other card with ATM access.

TYPES OF ELECTRONIC FUND TRANSFER SERVICES PROVIDED

Examples of EFT services we provide include the following: (i) Transactions at automated teller machines (ATMs); (ii) Purchases from merchants made by using your card; (iii) Transferring funds or paying bills through Online Banking and Bill Pay; (iv) Automated Clearing House (ACH) transfers; (v) Electronic Check conversions; (vi) Any other fund transfers to or from your account(s) that you pre authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically.
Not all EFT services may be available with every card, account, ATM or merchant terminal.

Debit Card Services. The services available through use of your Debit Card for checking account(s), savings account(s), and money market account(s), include:

- Transactions at ATMs
- You may withdrawal cash from linked or designated accounts
- Transfer funds between your accounts
- Make balance inquiries
- Point of Sale Transactions. You may use your card at any merchant that accepts Visa debit card for the purchase of goods and services.

HSA Debit Card Services. The services available through use of your HSA Debit Card for your Health Savings Account include:

- You may withdrawal cash from linked or designated accounts
- Transfer funds between your accounts
- Make balance inquiries
- Point of Sale Transactions. You may use your card at any merchant that accepts Visa debit card for the purchase of goods and services related to the terms and conditions of your HSA account.

ATM and Debit Card 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.

- **Types of Visa Debit Card Point-of-Sale Transactions.** You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- **Currency Conversion (International Use - Only at ATMs with PIN or POS with PIN).** When you use your Visa Debit Card 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 either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
- **Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a *PIN-Debit Network** (a non-Visa network) without using a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network. *Visa Rules generally define *PIN-Debit Network* as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Telephone Transfer Services. You may perform the following functions through the use of Telephone Banking for checking account(s), savings account(s), money market account(s), health savings account(s), and loan accounts.

- Transfer funds between your accounts
- Make balance inquires for all listed accounts including certificate of deposit accounts
- Make payment to loan accounts you have with us
- Change the PIN number on your Visa Debit Card

All telephone transfer services require you to authenticate with us before your transaction requests will be accepted for processing.

Prearranged Transfers.

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

Use of Internet Banking and Mobile Banking. We offer use of these internet services through a browser or a mobile device. You may be charged access fees by your cell phone provider based on your individual plan. Check with your cell phone provider for details on specific fees and charges.

- Transfer funds between your accounts with us
- Make balance inquires and review transaction history
- Make payment to loan accounts you have with us
- External Transfer Request
- Use of Bill Payment
- Use our mobile app to deposit funds through remote deposit capture

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments 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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. You should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **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 pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

LIMITATIONS ON TRANSFERS, AMOUNTS, AND FREQUENCY OF TRANSACTIONS

For security reasons, there are daily dollar and number of transaction limits for withdrawals and purchases using your card, as well as for transfers.

- **Transaction Limitations.** Cash withdrawal and point of sale limitations may be imposed for security purposes at any time. For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us.
- **ATM Cash Withdrawal Limitations.** Using your card, you are limited to $500 in withdraws from an ATM and a maximum of 6 ATM transactions in a 24-hour period. This is an aggregate limit for all ATM and cash withdrawal activity in a single day.
- **Debit Card Use at Point-of-Sale Limitations.** Using your card, you are limited to $2,000 in transactions and a maximum of 20 transactions in a 24-hour period. This is an aggregate limit for all point of sale activity in a single day.
- **Online Banking Limitations**. Please review our *Customer Online Banking Agreement* for additional limitations specific to our Online Banking services, including bill payment, external transfers and Zelle®.
- **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
- **Fraud and Illegal Use Related Limitations.** We may temporarily lower our stated limits if we suspect fraud. We may suspend card or electronic access to your account if we classify your account as inactive, dormant or frozen, if we suspect fraud or illegal activity, or for any other reason where we believe there is a risk to you or us.

SPECIAL PROVISIONS

ATM Safety. When you use an ATM to access your account, particularly during hours of darkness, you should: (i) be aware of your surroundings; (ii) be accompanied by another person; (iii) refrain from displaying cash—place your cash in a closed location as soon as your transaction is completed and count cash in the safety of a locked enclosure such as your car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, put your card away, and leave immediately if anything suspicious is noticed when using an ATM; and (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials.

Safeguarding your card and PIN. Certain transactions involving your card require use of a PIN. Your personal PIN is used to identify you as an authorized user. Never disclose your PIN to anyone (not even a Bank employee). Do not write your PIN down or keep it with you. Do not choose a PIN that is easy to guess (e.g., the last four digits of your telephone number). Because your PIN is used for identification purposes, you must notify us immediately if your card is lost or if the secrecy of your PIN is compromised. The sooner you report a problem, the sooner we can take precautions to make sure your card is not misused. If you want to create a new PIN, contact us for further instructions.

Fraud Alerts and Our Right to Refuse Transactions. We have the right to refuse to authorize any transaction that we reasonably believe is the result of fraud or illegal activity, is suspicious, or is initiated after you have reported your card as lost or stolen. In addition, we have the right to freeze and/or cancel your card if you refuse to provide or request to remove a telephone number at which we can contact you to notify you of possible fraud or illegal activity on your card. A request by you for a new card must include a telephone number.

Responsible Use. In order to assist us in maintaining the security of your account, any card issued by us remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your 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.

FEES

The fees we charge for our EFT services are set forth in our *Personal Fee Schedule* which you can obtain online at servbank.com or by visiting a branch. 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.

RECORDS OF YOUR TRANSACTIONS

Receipts. You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less. If there is a conflict between the receipt and our records, our records will control.

Preauthorized credits. 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 (844) 201-1662, or log onto your account online or using our mobile app, to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

STOP PAYMENTS ON PREAUTHORIZED TRANSFERS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To stop a payment, call or write us at the telephone number or address listed in this disclosure. **We must receive your call or written request**

at least three (3) business days prior to the scheduled payment. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call. Please see our *Personal Fee Schedule* for stop payment fee amount.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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 transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and if you have provided us with the information we need to do so, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO COMPLETE 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 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 you have an overdraft line and the transfer would go over the credit limit.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM 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 transfer, despite reasonable precautions that we have taken.
- If, for preauthorized credits, third party data was not received, is incomplete or erroneous, or if the recipient is deceased.
- Your account is classified as inactive, dormant, or frozen.
- Your card has been reported as lost or stolen or we suspect that the transfer is not authorized.

There may be other exceptions stated in our agreement(s) with you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with subpoenas or other orders from government agencies or courts
- If you give us written permission
- As permitted in our Privacy Policy (available on our website)

LIABILITY FOR UNAUTHORIZED TRANSFERS

(a) Generally

Tell us AT ONCE if you believe your ATM card, debit card, PIN or other access device or code has been lost, stolen, or used by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us immediately by phone 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 **2 business days** after you learn of the loss or theft, you can lose no more than $50 if someone used your card or other access device without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within **60 days** after the statement was provided 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 for claims of unauthorized transfers.

(b) Special Provision for Visa Card Transactions. If your card bears a Visa logo and it is lost or stolen or its number is used without your authorization, you may not be liable for any unauthorized transactions processed over the Visa network if you notify us of the unauthorized use immediately. This special provision does not apply if you were grossly negligent in handling your card or account, gave someone else your card or card number, or delayed in reporting the unauthorized transactions. This special provision also does not apply to ATM transactions, PIN transactions, and other transactions not processed by Visa. You must provide all information we request supporting the fraudulent use claim. Claims may only be filed as to posted and settled transactions and may be subject to dollar limits and verification. Claims must be reported within 60 days of the date of the statement on which the relevant transactions appear.

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Contact us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you **no later than 60 days** after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa) 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 (5 business days for Visa Debit Card point-of-sale transactions processed by Visa) 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 calendar 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each account owner already has an established account with us before this account is opened.

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.

SERVICES EXCLUDED

The EFT services described in this disclosure do not include wire transfers or other transactions not covered by Regulation E. This disclosure applies only to accounts established primarily for personal, family, or household purposes.

CONTACT US

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