



### EFT/Visa® Debit/ATM Agreement & Disclosure

The purpose of this Disclosure Statement is to inform you of certain rights which you have under the Electronic Fund Transfer Act. Your use of the electronic funds service you requested will constitute your agreement to the terms and conditions in this disclosure.

#### 1. Direct Deposit and Automatic Deduction Services

Upon written authorization, Pennian Bank offers the following direct deposit and automatic deduction electronic fund transfer services:

- a. Direct deposit of federal government transfers, such as payroll, disability, veterans' benefits, social security, civil service, railroad retirement, and other payments to your checking or statement savings account.
- b. Automatic deduction of payments from your checking or statement savings account which are handled electronically.
- c. Notice of varying amounts. If these regular payments vary in amount you will be notified at least 10 days in advance of the date and amount by the originating company.

#### 2. ATM/Debit Card Services

- a. You may use The Card and your Personal Identification Number (PIN) to perform any of the following services at Automated Teller Machines (ATMs) bearing any ATM network logo that appears on your card:
  - (1) Withdraw cash from your accounts;
  - (2) Make deposits to your accounts;
  - (3) Make transfers among your accounts;
  - (4) Perform balance inquiries on your accounts;
- b. If you have designated a checking account connected to The Card to be your primary account, you may use your card and PIN to make Point of Sale (POS) purchases at merchants who have agreed to accept the card and at merchants or other locations displaying the Visa® symbol using a signature.
- c. If your transaction is not authorized by a PIN or a signature, the transaction might be processed via a PIN-debit network and not by Visa®.

#### 3. Telephone Transfer Services

If you enroll in our TeleBanc telephone banking service, you will be assigned a Personal Identification Number (PIN) to gain access to the system. By signing the TeleBanc enrollment form you agree not to reveal your PIN to any person. The TeleBanc service along with your PIN will allow you to:

- a. Access all accounts for which you are a signer, including checking, savings, and Money Market accounts.
- b. Complete balance inquiries.
- c. Verify paid checks.
- d. Verify posted deposits.
- e. Transfer money between accounts (excluding passbook accounts) which have the same ownership.
- f. The frequency of transfers out of Money Market and Statement Savings accounts will be limited as outlined in 4 (d.)

#### 4. Limitations on frequency and dollar amount of transaction

- a. Deposits. There are no limits on the dollar amount of deposits using the services described above. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit is made and when it becomes available for withdrawal. Not all ATMs may accept deposits. There may also be limits on the amount of funds you may deposit at certain ATMs.
- b. Withdrawal/POS. The amount of withdrawals from ATMs is limited to no more than \$500.00 per day, excluding machine surcharges. The amount of Point of Sale transactions is limited to no more than \$2,500.00 per day. The day for withdrawal/POS limits begins at 12:00 a.m. and ends at 11:59 p.m. the same day. There are also certain limitations on the frequency of use of The Card. These limitations are imposed and not revealed for security purposes. We have the ability to set special limits for some of our customers. If we set special limits for you, we will provide you with a written disclosure of your special limits when you receive your card. You will be denied the use of The Card if you (1) exceed the daily withdrawal or purchase limit, (2) do not have adequate funds available in your account, (3) do not enter the correct PIN, or (4) exceed the frequency of usage limitation. There is a limit on the number of denials permitted. Attempts to exceed the limit may result in machine retention of The Card at an ATM. The number of attempts that result in machine retention of your card is not revealed for security purposes.
- c. Lost/Stolen Cards. A new card may be issued to you at the time you report your card as lost or stolen and a "hold" placed on your old card. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card, it may be captured and retained by the ATM or Merchant.

- d. Number of transactions per month on Money Market, Club and Statement Savings accounts are limited to six (6) pre-authorized (including automatic) transfers of funds. These six (6) include checks, online banking transfers, telephone transfers, debit card POS transactions and ACH to other institutions. The Depositor understands that if the permitted six (6) are exceeded, this agreement may be terminated.
- e. Dollar Amount of Transfers-The dollar amount of transfers is limited to the available memo balance, (See Funds Availability Statement) in the customer's account. The Funds Availability Statement was provided to you at the opening of the account. A copy is available upon request.

## 5. Summary of Consumer's Rights to Periodic Statements and Notices of Preauthorized Credits

- a. Periodic Statements: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company (such as those listed in Section 1 above), you can call us at (717) 436-2144 to find out if the deposit has been made.
- b. You will receive a monthly account statement showing all electronic deposits and withdrawals, or other transfers occurring during the statement cycle.

## 6. Record of Transactions

At the time of the transaction, you will be furnished with a receipt at any ATM or Point of Sale Terminal. You will also receive a monthly statement detailing all transactions that occurred during the statement cycle.

## 7. Business Hours

For the purposes of processing electronic fund transfers, our business day and hours shall be Monday through Friday from 8:00 a.m. to 4:00 p.m. Transfers initiated after 4:00 p.m. will be processed on the following business day. We cannot consider Saturdays, Sundays or holidays as business days for processing EFT transactions or inquiries.

## 8. In Case of Errors or Questions About Your Electronic Transfers or Transactions

Telephone us at (717) 436-2144 or write to us at Pennian Bank, PO Box 96, Mifflintown, PA 7059 or E-mail us at [custserv@pennianbank.com](mailto:custserv@pennianbank.com) 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 have sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error and why you need further 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 questions in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct the 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 re-credit your account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 days, we may not re-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.

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

## 9. Customer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card/code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. You could lose all the money in your account (plus your maximum overdraft line of credit). Telephoning is the best way of keeping your possible losses down. If you believe an unauthorized transfer has occurred, or may occur, please telephone us at (717) 436-2144; or contact us at: Pennian Bank, Attn: EFT Department, PO Box 96, Mifflintown, PA 17059.

- a. If you tell us within 2 business days after learning of the loss or theft of your device (ATM or Visa® Debit Card) or code, you can lose no more than \$50 if someone used your card/code without your permission.
- b. If you do not tell us within 2 business days after you learn of the loss or theft of your card/code, and we can prove we could have stopped someone from using your card/code without your permission if you had told us, you could lose as much as \$500. Please telephone us at (717) 436-2144 or contact us at: Pennian Bank, Attn: EFT Department, PO Box 96, Mifflintown, PA 17059.
- c. If someone used your card fraudulently to complete a point of sale purchase without the use of your PIN, you will have "zero" liability for the dollar amount of that transaction, if you notify us of the fraudulent activity within 120 days of the date the transaction.
- d. 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 mailed to you, you may not get back any of the money you lose 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.
- e. If a good reason, such as a long trip or hospital stay, kept you from calling us, we will extend the time periods.

You agree that if you give your card and PIN to someone else to use, you are authorizing them to act on your behalf and you will be responsible for any use of the card(s) by them.

If your card is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. If you make deposits to your account(s) with items other than cash (checks, drafts, or other items) and we make funds available to you from such deposits prior to their collection, we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay us any amount of such funds which are not collected.

## 10. Disclosure of Charges

The Bank does not usually assess a transaction charge to any EFT transfer, however, all accounts are subject to the Bank's normal service charge schedule.

**NOTICE REGARDING ATM FEES BY OTHERS.** If you use an automated teller machine that is not operated by us you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may also be charged a fee by the Bank for the use of an automated teller machine that is not operated by us. Please refer to the Fee Schedule for current charges.

## 11. Issuer Exchange Rate Disclosure

The exchange rate between the transaction currency and the billing currency used for processing international transactions will be:

- a. a rate schedule by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or
- b. the government-mandated rate in effect for the applicable central processing date.

In each instance, plus or minus any adjustments determined by the issuer.

This revision supports implementation of the International Service Assessment fee for international transactions, and reflects elimination of the one percent currency conversion fee previously assessed to Members for cross-currency transactions.

## 12. Deposit and Payment Information

Deposits and payments made at ATM's are posted to your account according to the rules and regulations of those account(s) and our funds availability policies which are contained in our disclosure statement required under the Expedited Funds Availability Act, a copy of which has been provided to you or is available upon request. You may not deposit any foreign currency. Pennian Bank reserves the right to verify the items so deposited before such funds are made available to you; however, you may withdraw against the amount deposited two (2) business days after such deposit. Payments will only be accepted at ATM's which we operate. If the dollar amount of the items presented differs from the amount you have indicated to the ATM, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

**13. Ownership**

You agree that The Card is the property of Pennian Bank and you will surrender it to us upon our request. The card is nontransferable.

**14. Right to Stop Payment**

- a. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at (717) 436-2144 or writing us at: Pennian Bank, PO Box 96, Mifflintown, PA 17059, in time for us to receive your request 3 days or more before the payment is scheduled to be made. If you call, we also require you to put your request in writing and get it to us within 14 days after you call. If you do not put your request in writing, your stop payment order will expire after 14 days. We will charge you for each stop payment order request.
- b. 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.)
- c. 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. Electronically Converted Checks**

Your check can result in an electronic funds transfer. When purchasing goods or services, you may be asked by a merchant to authorize them to convert your check and fees required to collect funds on a returned check into an electronic funds transfer. This may be expressed in writing or implied through the posting of a sign.

**16. Bank Liability for Failure to Complete An Electronic Fund Transfer**

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 losses and 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 funds in your account are uncollected or unavailable.
- c. If the funds in your account are subject to legal process.
- d. If the transfer would go over the credit limit on your overdraft line.
- e. If failure to transfer was due to circumstances beyond our control, such as fire or flood.
- f. There may be other exceptions stated in our agreement with you.

**17. Disclosure of Information to Third Parties**

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

- a. Where it is necessary for completing transfer, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us written permission.

**18. Amendment to this Agreement**

From time to time we may amend or change the terms of this Agreement including amendments or changes to add further card services or to amend or change the charges for these services. We will notify you in writing of such amendments or changes to the card. Use of the card after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.