## ELECTRONIC FUND TRANSFER DISCLOSURE

## 1. CONSUMER LIABILITY

• 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. 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 2 business days after you learn of the loss or theft of your card and/or code you can lose no more than \$50.00 if someone used your card/code without your permission.

• 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 \$500.00.

• 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 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. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

• If you believe your card or code has been lost or stolen, call: 662-534-8171 or write to BNA Bank, 133 East Bankhead Street, New Albany, MS 38652. You should also call the number above or write us at the above address if you believe a transfer has been made using the information from your check without your permission.

3. BUSINESS DAY FOR THE BNA BANK

• Our business days are Monday thru Friday. Holidays are not included.

4. TRANSFER TYPES AND LIMITATIONS

(1) Account access. You may use your ATM/Debit Card to:

a. Withdraw cash from your checking or savings account.

b. Make deposits to your BNA Bank checking or savings account.

c. Transfer funds between your BNA Bank checking and savings account whenever you request.

d. Pay for purchases at places that have agreed to accept the Debit Card.

e. Pay bills directly by telephone from your BNA Bank checking or savings account in the amounts and on the days you request.

f. Determine account balances.

(2) 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:

a. Pay for purchases.

b. Pay bills.

(3) Limitations on dollar amounts of transfer.

a. Cash withdrawals using your ATM card are limited to \$300.00 per calendar day or the available balance of your account whichever is less.

b. Point of sales (POS) transactions are limited to \$3,000.00 per day or the

available balance of your account whichever is less.

(4) Internet Banking/Bill Pay access. Using your Internet Banking and or Bill Pay access code you may:

a. Transfer funds between your BNA Bank checking and savings accounts whenever you request.

b. Determine your BNA Bank account(s) balances.

c. Make loan payments.

5. DISCLOSURE OF FEES CHARGED

• There is no charge for each transaction you make using BNA Bank automated teller machines. There will be a \$1.00 charge if you use your BNA Bank ATM card at any other location. There will be no charge for transactions to purchase goods or services using your DEBIT Card.

• If you use an automated teller machine other than one operated by BNA Bank you may be charged a fee by the operator of the machine and/or by an automated transfer network.

6. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

a. You get a receipt each time you initiate an electronic fund transfer using a BNA Bank electronic terminal (ATM). The following information will be listed: (1) Amount, (2) Date, (3) Type, (4) Identification, (5) Terminal location, and (6) third party transfer if applicable.

b. For each account you own, BNA Bank will send you a periodic statement for each monthly cycle in which an electronic fund transfer has occurred; and shall send you a periodic statement at least quarterly if no transfer has occurred, for example a Savings Account

c. To confirm receipt of a direct deposit you have arranged to make to your BNA Bank account(s) you may call us at 662-534-8171. For customers using Internet Banker services at the BNA Bank check your account online using your access code. 7. PROVISIONS COVERING PREAUTHORIZED PAYMENTS

• Preauthorized electronic fund transfers from your BNA Bank account may be authorized only in writing with your signature or similarly authenticated by you.

• You may stop payment on a preauthorized electronic fund transfer from your account by notifying BNA Bank orally or in writing at least three (3) business days before the schedule date of the transfer. Written request must be mailed to: BNA Bank, P.O. Drawer 811, New Albany, MS 38652. Telephone request must be made to the Customer Services Department at BNA Bank 662-534-8171. If you call us 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 \$25.00 for each stop-payment order you give.

• If you order us to stop a payment 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 damage. 8. 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:

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 overdraft line.

c. If the automated teller machine where you are making the transfer does not have enough cash.

d. If the system was not working properly and you knew about the breakdown when you started the transfer.

e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

f. There may be other exceptions stated in our agreement with you. 9. DISCLOSURE OF ACCOUNT 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 the transfer; or

b. In order to verify the existence and condition of your account for a third party, such as a credit bureau; or

c. In order to comply with government agency or court orders; or

d. If you give us your written permission.

**10. ERROR RESOLUTION NOTICE** 

A. Initial and annual error resolution notice. In case of errors or questions about your electronic transfers contact us at BNA Bank, 133 East Bankhead Street, New Albany, MS 38652 or telephone us at 662-534-8171 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.

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 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 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.
B. Error resolution notice on periodic statements.

In case of errors or question about your electronic transfers contact us at BNA Bank, 133 East Bankhead Street, New Albany, MS 38652 or telephone us at 662-534-8171 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem 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 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.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account 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.