

**RCB Bank**  
P.O. Box 189  
Claremore, Ok 74018  
855-226-5722  
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www.RCBBank.com

## **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to RCB Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card or Check Card at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by RCB Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

#### **SERVICES PROVIDED THROUGH USE OF ATM CARD OR CHECK CARD**

If you have received an electronic fund transfer card ("ATM Card" or "Check Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Check Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Check 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.

Your ATM Card may only be used with your PIN. Certain transactions involving your Check Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify RCB Bank immediately if your ATM Card or Check Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Check Card or to write your PIN on your ATM Card or Check Card or on any other item kept with your ATM Card or Check Card. We have the right to refuse a transaction on your account when your ATM Card or Check Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Check Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting any branch office, through the use of an ATM if the machine presents a PIN change option, and through our Voice Response Unit (VRU).

#### **ATM SERVICES**

The following services are available through use of your ATM Card and Check Card:

You may withdraw cash from your checking account(s), savings account(s), and money market account(s).

You may make deposits into your checking account(s), savings account(s), and money market account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

**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.

Besides being able to use your ATM Card or Check Card at our ATM terminals, you may access your accounts through the following network(s): TransFund, Elan, or Pulse

**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.

#### **POINT OF SALE TRANSACTIONS**

You may use your Check Card to purchase goods and services from merchants that have arranged to accept your Check Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Check Card, including any purchase where you receive cash, are referred to as "Point of

Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for Check Card transactions is your checking account.

In addition, your Check Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Check Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Check Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**PIN-LESS DEBIT TRANSACTIONS - Visa®.** When you use your card with a Visa® logo on the TransFund, Elan or Pulse network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. Transactions processed in this manner may not qualify for Visa® rewards or points as they are not processed on the Visa® network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo 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 a rate selected by Visa® from a 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 the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE:** Visa charges an International Service Assessment Fee on all international transactions. Therefore, transactions completed with your Visa® card will be subject to an International Service Assessment (ISA) Fee of 1.000% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 1.000% of the transaction amount.

RCB Bank does not determine the currency conversion rate or the amount of the transaction in U.S. dollars. Your account will be charged the transaction amount as determined by Visa, plus the 1.000% currency conversion fee.

We reserve the right to restrict or block any international transaction. Please see Limitations: Transactions Outside the United States.

#### **SERVICES PROVIDED THROUGH USE OF ANYTIME BANKER LINE**

You may perform the following functions through use of AnyTime Banker Line.

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

In addition, you may perform other transactions such as: deactivate your ATM or Check Card using our telephone banking solution.

#### **VOICE RESPONSE UNIT**

You may change your pin through our VOICE RESPONSE UNIT (VRU). The number for this service is (800) 448-8268.

#### **PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and money market account(s).

#### **SERVICES PROVIDED THROUGH USE OF NETTELLER ONLINE BANKING OR MOBILE BANKING**

RCB Bank offers its customers use of our NetTeller Online Banking or Mobile Banking service.

You may use your access code to transfer funds between your accounts or to make a payment on your loan. Transfers using these systems are limited to your RCB Bank accounts.

#### **Internet BillPay:**

By adding this feature, you may pay bills from your account using a computer or mobile device. You have two options available for scheduling the payment of your bill. The "Payee Type" you select will determine how the transfer is completed, and the applicable rules and regulations that apply to the transaction.

**Electronic Method.** If you choose an Electronic Payee from our list, your payment will be made electronically and, therefore, covered by this agreement. as a Preauthorized Transfer Services if you schedule them to occur automatically.

Check Method. For all other payees, the payment will be made solely by check, draft, or similar paper instrument drawn on your account. As such, your deposit contract with us, and not this agreement, covers these payments.

Monthly Fees for Internet BillPay.

Option 1 - We will charge your account \$5.95 each month for BillPay services.

Option 2 - We will charge your account each month \$0.75 per item after the first seven (7) BillPay transactions in the statement cycle.

Internet BillPay transactions on a money market account are subject to the Federal regulation limit described below. If you have more than six withdrawals or debits (including Internet BillPay transactions) from your money market account during the statement cycle, you will be charged a fee of \$5.00 for each transfer after the sixth item.

Please refer to the Online Banking Agreement for more information.

### **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 to pay bills.

## **LIMITATIONS ON TRANSACTIONS**

### **TRANSACTION LIMITATIONS - ATM CARD**

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$1,000.00 through use of ATMs in any one day.

### **TRANSACTION LIMITATIONS - CHECK CARD**

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$1,000.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service.

### **OTHER LIMITATIONS**

We reserve the right to impose limitations for security purposes at any time.

TRANSACTIONS INITIATED OUTSIDE THE UNITED STATES. For your protection, we will block ATM and Check Card transactions initiated in a foreign country. You may ask us to turn off this security feature temporarily when you plan to travel abroad, or we can disable it if you have specific needs. Please ask us for details.

BLOCKED TRANSACTIONS. We reserve the right to lower the daily limits, place additional restrictions, and/or block transactions without notice to help prevent the unauthorized or fraudulent use of your Check Card. Our actions may include, but are not limited to, blocking transactions from certain types of merchants or retailers located in certain states. For more information about our Fraud Prevention efforts, please visit [www.rcbbank.com](http://www.rcbbank.com).

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

## **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Check Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

### **OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (855)226-5722 to find out whether or not the deposit has been made.

### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:  
(855)226-5722  
or write to:  
RCB Bank, PO Box 189, Claremore, Oklahoma 74018-0189

These rights apply only to preauthorized transfers. We will charge your account \$28.00 for each stop payment order. You may not place a stop payment order on any ATM or Check Card transaction.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your ATM Card or Check Card or PIN or internet banking access code has been lost or stolen, call us at:  
(855)226-5722 (8:00am - 8:00pm (CST))  
or write to:  
RCB Bank, Attention: ATM Fraud Department, PO Box 189, Claremore, Oklahoma 74018-0189

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **CONSUMER LIABILITY**

Tell us at once if you believe your ATM Card or Check Card or PIN or internet banking access 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. If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Check Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Check Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Check Card or PIN and we can prove we could have stopped someone from using your ATM Card or Check Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING CHECK CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® Network.

If you notify us about an unauthorized transaction involving your Check Card, and the unauthorized transaction took place on the Visa® Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Check Card. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions.

Your liability for unauthorized transactions with your Check Card that involve PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF CHECK CARD.** You agree not to use your Check Card for any illegal transactions, including internet gambling and similar activities.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers,

call us at:  
(855)226-5722  
or write to:  
RCB Bank, Attention: Dispute Resolution Unit, PO Box 189, Claremore, Oklahoma 74018-0189  
or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact RCB Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

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.

#### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

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 the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Check Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your ATM Card or Check Card. The circumstances under which such charges will be assessed, as well as the amount of the charge are included in the current fee schedule, which is hereby incorporated into this document.

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from RCB Bank upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

**CARD REPLACEMENT FEE.** We may charge a fee of \$5.00 to reissue or replace your ATM or Check Card.

**CUSTOMIZED OR PERSONALIZED CARD.** We may charge a fee of \$9.95 for each customized card you order.

**OVERDRAFT FEE.** If you opt-in to enhanced bounce protection, we will charge your account \$28.00 for each item presented against insufficient funds in your account (excluding any overdraft limit). This fee may be charged for an ATM or Check Card transaction even when it was preauthorized based on sufficient funds in the account at the time of withdrawal, transfer or purchase.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release RCB Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

#### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

**AMENDING OR TERMINATING THE AGREEMENT**

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify RCB Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. RCB Bank may cancel this Agreement at any time, without giving you prior notice. If you or RCB Bank cancels this Agreement at any time, you shall surrender your ATM Card or Check Card and you may no longer use any of RCB Bank's EFT services other than the automated clearing house transfer services set forth above.

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**NOTICE OF ATM SAFETY PRECAUTIONS**

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Check Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

**ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and RCB Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.