

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

THIS ELECTRONIC FUND TRANSFER DISCLOSURE APPLIES ONLY TO CONSUMER ACCOUNTS AS DEFINED BY REGULATION E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**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. Thus, 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:

- **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 account(s).
- **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.

**Telephone Banking – types of transfers** – You may access your account 24 hours a day by telephone at 1-800-822-2651 using your personal identification number and your account numbers to:

- transfer funds between your checking and savings accounts
- get information about your deposit and loan account balances
- determine if a specific check has cleared
- verify the date/amount of payroll deposits

**ATM Transfers – types of transfers, dollar limitations, and charges** – You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number to:

- withdraw up to \$400 in cash per day from your checking or savings account(s). Signature Checking customers have a higher limit and may withdraw up to \$1,000.00 in cash per day.
- transfer funds between your checking and savings accounts
- get information about your deposit account balances

There is a charge of \$1.00 per withdrawal or balance inquiry at ATMs we do not own or operate. Some services may not be available at all terminals.

**Debit Card Transactions** – You may access your primary checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Debit Card Transactions – dollar limitations** – You may not exceed \$1,500.00 in debit card purchase transactions per day from your primary checking account. Signature Checking customers have a higher limit of up to \$5,000.00 in debit card purchase transactions per day.

**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.

**Online Banking Available Services** – You may access your account(s) by computer using your user name and password to:

- transfer funds between your checking and savings accounts
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
  - the account balance of checking or savings accounts
  - the account history of loan and line of credit accounts
- reorder checks
- stop payments
- pay bills online
- retrieve statement copies

**Mobile Banking Available Services** – You may access your account via certain supported mobile devices using your Online Banking Access ID and password to:

- transfer funds between your checking and savings accounts
- deposit checks using Mobile Banking (limitations may apply)
- make payments from checking or savings to loan accounts with us
- obtain information regarding the account balance of checking, savings, loan and line of credit accounts
- pay bills online

Mobile Banking access may be activated and accessed after logging in to Online Banking, or by downloading the application through the applicable App Store. Additional terms and conditions apply and will be presented online or on your mobile access device for acceptance prior to the service being activated. Message and data rates may apply. Please check with your mobile carrier for details.

## **FEES**

Fees may apply to bill pay services and external transfers based on timing and dollar amount of the transaction. Please refer to fee payment schedules located within Online Banking for these services at the time the service is initiated. Refer to our Truth in Savings and Miscellaneous Fees document for a list of other fees associated with your account.

**ATM Operator/Network 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).

## **DOCUMENTATION**

**Terminal Transfers** – You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

**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 1-800-822-2651 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 electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

## **PREAUTHORIZED PAYMENTS**

**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. Call or write us at the telephone number or address listed in this disclosure 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 14 days after you call. We will charge you for each stop-payment order you give. Refer to Miscellaneous Fee Schedule for item charge.

**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 we do not do so, we will be liable for your losses or damages.

## **FINANCIAL INSTITUTION'S LIABILITY**

**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:

- 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 terminal 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.

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

## **CONFIDENTIALITY**

We will not disclose information to third parties about your account or the transfers you make unless:

- you request or authorize it;
- the information is provided to help complete a transaction initiated by you;
- the information is provided to a reputable credit bureau or reporting agency; or
- we are legally required or permitted to do so.

## UNAUTHORIZED TRANSFERS

### Consumer Liability –

- *Generally.* Tell us AT ONCE if you believe your card and/or 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 and/or 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 and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.
- 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.
- **Mastercard® Debit Card.** Additional Limits on Liability for MasterMoney Card®. You will not be liable for any unauthorized transactions using your Mastercard debit card if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (2) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.
- **Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.
- **Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this agreement and your use of the ATM card, POS or Audio Response services, if:
  - You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
  - We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
  - We notify you or any party to your account that we have cancelled or will cancel this agreement. You or any other party to your account can terminate this agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

### Contact in event of unauthorized transfer

- If you believe your card and/or code 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.

## ERROR RESOLUTION NOTICE

**Notices** – All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**In Case Of Errors Or Questions About Your Electronic Transfers** – Call or write 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.

- Tell us your name and account number (if any).
- 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.
- 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new 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. 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

**Business Days** – For purposes of these electronic funds disclosures, our business days are Monday through Friday. Holidays are not included.

UNITED COMMUNITY BANK

P.O. Box 398

Blairsville, GA 30514

Phone: 1-800-822-2651

### **AUTOMATED BILLING UPDATER (ABU)**

In October 2017, Mastercard introduced a new service called Automated Billing Updater (ABU). This service provides a way for debit card issuers, such as United Community Bank, to communicate the most recent cardholder account information to Mastercard. Mastercard will then make this information available to merchants who keep a customer's card number on file for recurring billing payments. Examples of recurring billing types include subscription services and utility companies. ABU is a mandatory service that all issuers must participate in; merchants must request to participate in the service through Mastercard before they are given access to cardholder details. Cardholder may opt-out of participation in the service.

Cardholders will benefit from ABU by no longer having to provide updated card information to participating merchants when a card is reissued due to normal expiration or a lost/stolen card. Merchants who elect to use ABU will typically obtain updated cardholder information before processing their billing cycles, reducing the potential for denied transactions due to outdated card-on-file information.

If you would like to opt-out of this service and not have your account information automatically updated, call Customer Service at **1-800-UCBANK1** (1-800-822-2651) during normal business hours (Monday–Friday 8:00am–7:00pm and Saturday 8:00am–12pm). Follow the prompts for debit cards, and be sure to have your card number and expiration date available when you call.