

# Tri Counties Bank Consumer Debit Card Agreement and Disclosure

*Effective May 31, 2017*



**tri counties bank**

Service With Solutions™



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This Tri Counties Bank Consumer Debit Card Agreement and Disclosure, together with all other account agreements and disclosures governing your linked account(s) maintained with the Bank for personal, family or household use ("Account") constitute the agreement ("Agreement") under which Tri Counties Bank ("Bank", "Us", "We") will provide Debit Card services to the customer named in the Signature Card ("You," "Your"). You agree to the terms and conditions provided herein. Your signature on the Signature Card or any use of your Card, PIN or any Electronic Funds Transfers (EFT) described in this Agreement will constitute your agreement to the terms of this Agreement. If you do not agree to the terms and conditions stated in this Agreement, you must immediately return all Cards to the Bank and cease using your card number for any use or transactions.

## **ELECTRONIC FUNDS TRANSFERS**

This Agreement concerns EFTs to or from any of your Accounts. EFT services permit you or a third party acting on your behalf, to deposit to or withdraw funds from your account. In those cases where a third party will be making deposits to or withdrawals from your Account, the agreement you have with that third party will authorize the EFT activity on your Account. The disclosures which follow will govern all EFT activity on your Account.

## **ELECTRONIC WITHDRAWALS**

Regardless of what your Signature Card indicates, if a Debit Card has been issued to anyone who has an ownership interest in or signing authority on your account or if you authorize a third party to initiate an EFT from your Account, the Bank will honor the transaction.

The Electronic Fund Transfer Act and this Agreement do not apply to business accounts.

## **COMMUNICATION WITH US**

For questions or problems call us 24-hours a day and seven days a week:

- 1-800-637-3267 Debit Card Assistance
- 1-800-750-7077 Online and Mobile Banking Assistance
- 1-800-922-8742 Account Assistance within the U.S.
- 1-530-895-8742 International

You may speak with a Banker Monday – Friday 7:00 am to 7:00 pm, Saturday 9:00 am to 6:00 pm, and Sunday 11:00 am to 4:00 pm, except for Bank holidays.

You may also contact us in writing at Tri Counties Bank, Customer Service, P.O. Box 909, Chico, CA 95927.

## **DEBIT CARD SERVICES**

If you have requested or obtained a Tri Counties Bank Visa® Debit Card ("Debit Card") (also referred to hereafter as "Card") from the Bank, this Agreement will apply to all EFT activity occurring as a result of the use of that Card.

Each person whose name appears on a Card or the Signature Card, for an Account which has been designated as accessible through the use of the Card, jointly and severally agree to use the Card only for the purposes authorized by the Bank and in accordance with this Agreement. No Card or corresponding PIN may be used to purchase (or acquire funds to purchase) any unlawful goods or services, including without limitation participation in any unlawful gambling activities. You are solely responsible for determining whether any service, good or activity is lawful.

Your use of the Card as part of any unlawful activity will not relieve you of your duty to pay any amounts due including any overdrafts to us, and you will remain fully obligated to pay any overdrawn balance or indebtedness incurred.

The Cards are the property of Bank. You agree to surrender all Cards to the Bank upon request.

If you do not want, or no longer wish to use your Card, notify us immediately and destroy the Card by shredding or cutting the Card such that the name, numbers, chip and magnetic stripe are destroyed. If you have enrolled your Card for payments at any online merchant, you need to contact those merchants and remove your enrolled Card number for future payments.

Your Card is issued with an expiration date. To keep your Card in an “active” status, at least one transaction using your Card (for example, a balance inquiry) must be performed prior to the expiration date on the Card. If a transaction using your Card has not been recorded prior to the expiration date, the Card will not be reissued.

**The Card is a debit card** and all ATM, purchase and point-of-sale (POS) transactions with the Card, will be deducted from the Account(s) linked to the Card.

**The Card is not a credit card**, which means you may not defer payment of transactions.

**Tri Counties Bank/Network ATMs:** Tri Counties Bank is a member of various ATM and POS networks including Accel<sup>®</sup>, Armed Forces Financial Network<sup>®</sup>, Cirrus<sup>®</sup>, Plus<sup>®</sup>, Pulse<sup>®</sup>, Visa, MasterCard<sup>®</sup>, Maestro<sup>®</sup>, Quest<sup>®</sup>, MoneyPass<sup>®</sup>, and American Express<sup>®</sup>. As a member of these networks certain services are available through various ATMs, POS terminals, or online, which will accept your Card in addition to the ATMs operated by Tri Counties Bank.

**Health Savings Access Card:** If you request that we issue a Debit Card for your Health Savings Account (“HSA”) (“HSA Debit Card”), you acknowledge and agree that the HSA Debit Card is exclusively for payment of qualified medical expenses through your HSA. We are not required to determine if any withdrawal is for the payment or reimbursement of qualified medical expenses. You are responsible for substantiating that a withdrawal is for a qualified expense, including maintaining sufficient transaction records. **All withdrawals made with the HSA Debit Card will be reported to the IRS as normal distributions.** If any of the terms of this Tri Counties Bank Consumer Debit Card Agreement and Disclosure conflict with your HSA Custodial Agreement, the terms of the HSA Custodial Agreement will control.

**Virtual Wallets (also known as digital wallets and electronic wallets):** Virtual Wallet refers to an electronic device that allows an individual to make electronic payment transactions. This can include purchasing items with a computer or using a mobile phone to purchase something at a physical or online store. You may register your Card with compatible programs that allow Card transactions through a “Virtual Wallet” by following the instructions of the Virtual Wallet provider. Once registered, the Virtual Wallet allows you to store virtual representations of credit and debit cards on your supported mobile device or computer to make payments at select merchants utilizing the merchant’s terminal, in-app or other digital commerce payments. The Virtual Wallet may not be accepted at all the places or merchants where your Card is currently accepted.

We do not charge you any additional fees for adding your Card to a Virtual Wallet or using a Virtual Wallet to pay for a transaction using your Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using a Virtual Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

You are responsible for keeping your Virtual Wallet login and credentials private and secure. After enrolling in a Virtual Wallet, you should secure your mobile device with the same care you would your Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your Card account(s). If you share your credentials with any other person, they may be able to use your mobile device or computer and get access to your personal and payment information available through the Virtual Wallet service. You should call us and your Virtual Wallet provider immediately if you believe your mobile device or credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

We are not the provider of the Virtual Wallet and we are not responsible for providing the Virtual Wallet service to you. Use of a Virtual Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of the mobile device. Check with the Virtual Wallet provider and your wireless carrier for information about their privacy and security practices.

We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Virtual Wallet, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Virtual Wallet, nor the actions of the Virtual Wallet provider or any other third party regarding any agreement you enter into with the Virtual Wallet provider or associated third party relationships that may impact your use of the Virtual Wallet. It is your responsibility to read and understand the terms and conditions of the Virtual Wallet before enrolling in, creating, activating or using your Card in a Virtual Wallet.

**Card Activation:** When you receive a new or a replacement Card, follow the activation instructions accompanying it. You have the option of choosing your own PIN. Once your Card has been activated, you may begin to use your Card. Do not write your PIN on your Card or otherwise share or disclose your PIN with any person.

**Authorization for Card Transactions:** You authorize the Bank to accept all Card and EFT transactions initiated through the use of the Card by you or anyone you authorize to use the Card.

There are limitations on placing stop payments on Card transactions, please see PREAUTHORIZED PAYMENTS.

Purchase transactions are not permitted using Cards solely linked to a savings account.

## **CARD CONTROL FEATURES**

You may have access to Card Control Features through a computer, your mobile or wireless access device ("Mobile Device") which enables certain Card Control Features. To access the Card Control Features you will first need to enroll in online and mobile banking. Your use of our online and mobile banking services will be subject to separate agreements with us.

The Card Control Features may allow you to do the following, subject to system limitations:

- Turn a linked Card on or off - When your Card is off, no purchases or withdrawals will be approved except for previously scheduled recurring payments.
- Check balances for the accounts linked to your Cards.

- Review Card transactions.
- Establish transaction use controls for a Card based on threshold limits, merchant categories, and specified locations.
- Receive alerts when a Card transaction is approved or when a transaction exceeds established use policies set up by you within the Card Control Features.
- Receive alerts when a Card transaction has been attempted, but is declined.

By accessing the Card Control Features, you are expressly consenting to your receipt of emails and text messages related to the service. We do not charge you any additional fees for using the Card Control Features. Third parties such as wireless companies or data service providers may charge you fees for text messaging and related usage charges. You are responsible for any third party data or usage fees incurred.

You are responsible for keeping your Card Control Feature login and credentials private and secure. After accessing the Card Control Feature, you should secure your Wireless Access Device with the same care you would your Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your Card account(s). If you share your credentials with any other person, they may be able to use your Wireless Access Device and access your personal and payment information available through the Card Control Feature. You should call us immediately if you believe your Wireless Access Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

We are not the provider of the Card Control Feature and we are not responsible for providing the Card Control Feature service to you. Use of the Card Control Feature involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of your Wireless Access Device. Check with the Card Control Feature provider and your wireless carrier for information about their privacy and security practices.

We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Card Control Feature, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Card Control Feature, nor the actions of the Card Control Feature provider or any other third party regarding any agreement you enter into with the Card Control Feature provider or associated third party relationships that may impact your use of the Card Control Feature. It is your responsibility to read and understand the user terms and conditions of Card Control Feature before accessing and using your Card in Card Control Feature.

## **CONSUMER LIABILITY**

A “consumer account” is one where the account holder is a natural person and the account is established primarily for personal, family or household purposes. Your liability for unauthorized transactions on consumer accounts can be limited.

Tell us AT ONCE if you believe that your Card or PIN has been lost or stolen, or if you believe that an Electronic Funds Transfer has been made without your permission using information from your Card. Telephoning us promptly is the best way of keeping your possible losses down. You could lose all the money in your Account, including any overdraft protection funds available, if unauthorized transactions are not promptly reported.

If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your 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 or unauthorized use of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your Account statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed (or made available, including electronically delivered Account statements) to you, you may not get back any of the money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money had you 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.

To the extent your Card is used in an unauthorized transaction that accesses a linked line of credit, your liability for the unauthorized activity will be further limited as provided under Regulation Z, as applicable.

**Contact Us in Event of Unauthorized Transfer.** If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us at once at: 1-800-922-8742 or write us at: Tri Counties Bank, Customer Service, P.O. Box 909, Chico, CA 95927

**Merchant Disputes.** If you have a dispute with a merchant regarding goods or services purchased with a Card transaction, you will need to resolve your dispute with the merchant. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for by using the Card, we are not responsible for any damage or liability that result from the misrepresentation.

**Zero Liability Card Protection Policy.** Your Card comes with Zero Liability Card Protection for unauthorized transactions that you report promptly. With Zero Liability Card Protection, if your Card or Card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your Card or Card number.

The Zero Liability Card Protection we provide Card consumers goes beyond what is required by Regulation E.

An “unauthorized transaction” is a transaction that does not benefit you that is made by a person who does not have your actual or implied authority.

- If you notify us about the unauthorized transaction **within 60 days** of when the first Account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the Account. We will limit your liability for those transactions to zero and will provide you with provisional credit for those transactions within five business days from receipt of notification.
- If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for the unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholder has contributed to the transaction in question. Subject to limits provided under the Electronic Fund Transfer Act, we may withhold provisional credit, to the extent allowed by law, if we determine that the circumstances or account history warrant the delay.



The following are not considered to be unauthorized transactions under Zero Liability Card Protection, which means you are liable for any transaction:

- By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact on the Account;
- By a person you have authorized to use your Card, even if that person has exceeded the authority you gave;
- A merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

For purposes of this Section the term “unauthorized transaction” excludes any transaction not otherwise subject to the Zero Liability Card Protection Policy if we determine that you were negligent or fraudulent in the handling of your account, Card or PIN. You agree that we may deem you to have been negligent, for example, if you do not tell us within 60 calendar days after the Account statement reflecting the unauthorized activity was mailed (or made available, including electronically delivered Account statements).

**Non-Visa Debit Transaction Processing:** Your Card is enabled with non-Visa debit transaction processing. This means you may use your Card on a PIN-Debit Network without using a PIN or with your PIN. Examples of the types of actions you may be required to make to initiate a Card transaction on a PIN-Debit Network include initiating a payment directly with the biller, possibly via telephone, Internet, or kiosk locations. The non-Visa Debit Network(s) for which such transactions are enabled is the Accel network.

## **BUSINESS DAYS**

For purposes of this Agreement, our business days are Monday through Friday. Saturdays, Sundays, and federal holidays are not included.

## **ATM DEPOSIT CUT-OFF TIMES**

If you make a deposit at a Tri Counties Bank ATM before the cut-off time that is posted on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after the posted cut-off time, or on a day we are not open, we will consider the deposit as made on the next business day we are open. All Tri Counties Bank ATMs will have a 5:00 pm cutoff time. Most Tri Counties Bank ATM locations offer 24-hour access.

## **TRANSFER TYPES AND LIMITATIONS**

Cards provided in connection with this Agreement may be used to obtain the following services (“Services”):

- a. Withdraw cash from Accounts (ATM withdrawals) - When looking for a MoneyPass ATM you should confirm that the ATM displays the MoneyPass logo to avoid a surcharge from the owner of the ATM, or a fee from Tri Counties Bank.
- b. Transfer funds between Accounts (identical ownership with the same signers is required).
- c. Purchase goods and services with merchants that that display and accept the Visa logo (applicable to Visa Debit Card Purchase transactions only).
- d. Withdraw cash from Accounts at financial institutions that accept Visa Debit Cards (Cash Advance transactions).
- e. Make deposits at Tri Counties Bank ATMs.

f. Inquire about your designated Account balance. Any balance noted on an ATM transaction record may not reflect recent deposits, withdrawals or transfers to or from the Account.

Some of these Services may not be available at all ATMs, terminals or merchant locations. Some locations and merchants may charge a fee or surcharge. In addition, we may issue Cards that have some but not all of these Service capabilities.

The Bank reserves the right to change the Services, including daily dollar limitations, at any time without notice. For purposes of the daily limits only, a calendar day is defined as the 24-hour period from midnight to midnight, Pacific Time.

The Bank may, but is not required to, decline transactions that would exceed the amount of available funds in the Account being accessed at the time authorization is sought for the transaction, or at any time prior to settlement by the Bank for the transaction.

**Limitations Generally:** We reserve the right to impose dollar, volume, activity, exposure or other limitations on Card transactions, and to change them at any time. You are obligated on Card transactions, including those that are not in compliance with your internal policies or procedures, unless we specifically and in writing agree to implement a requested risk-control measure. We may increase dollar or other limitations for one or more Cards or Card transactions upon request by you or a person who is an authorized signer on the Account. You accept the risks associated with this possibility of higher dollar or other limitations.

**Dollar Limitations:** Your available account balance must be sufficient to cover all withdrawal(s) and other transactions. Different dollar limitations may apply to different Cards or Services; dollar limitations may vary across nonproprietary network ATMs, POS terminals, or merchant locations (if applicable). At this time, the following dollar limitations apply to your Card usage:

Maximum total ATM withdrawals per day: \$500.00

Maximum total purchases per day: \$3,000.00

## **LIMITATIONS ON FREQUENCY OF TRANSFERS FOR SAVINGS AND MONEY MARKET ACCOUNTS**

In addition to limitations on transfers and any others elsewhere described, if any, the following limitations apply:

- Federal regulations limit the number of electronic, telephone and computer transfers from money market and/or savings accounts.
- Transfers from a savings and/or money market account to another account, or to third parties, by preauthorized, automatic, overdraft protection, telephone, computer transfer or by draft, Card or similar order are limited to six (6) per account statement cycle.
- When accessing a money market or savings account, there is no limit to the number of transactions you may make each account statement cycle using your Card in an ATM.
- When accessing a money market account using your Card in a purchase transaction, each transaction will count toward the maximum of six (6) checks, debit card or other purchase transactions that are allowed each account statement cycle.
- Purchase transactions are not permitted from a savings account.

**ATM Deposit Transactions Subject to Verification and Collection:** All deposit transactions initiated through an ATM are subject to the Bank's verification and actual collection of any non-cash item. Deposits made at an ATM may not be available for withdrawal at an ATM or otherwise, until verification and collection, with the exception of the first \$200. The availability of your deposit may be delayed if you are a new customer to the Bank, and you have a new Account. An Account is considered a new Account for 30 calendar days after the first deposit is made.

## **AUTHORIZATION HOLDS FOR CARD TRANSACTIONS**

For all Card purchase transactions, the Bank is permitted to place a temporary hold against some or all of the funds in your Account if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an "Authorization Hold", and it will be subtracted from the Available Balance in the Account. The held funds will not be available for other Account purposes, and Bank has the right to return checks or other items drawn against the Account to maintain sufficient funds to pay for any previously authorized Card transactions.

Your "Available Balance" is the most current record the Bank has about the funds that are available for withdrawal from the Account. It does not reflect all your outstanding checks, automatic bill payments (such as ACH and recurring Card transactions) that you have authorized, or other transactions that have not been paid from the Account.

In the case of an authorization request at a gas station, restaurant, hotel, car rental, or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For these transactions, there may be no Authorization Hold, or the amount of the Authorization Hold may be different from the transaction amount. The Bank is permitted to place an Authorization Hold on your Account for purchases for up to three (3) business days (or for up to 30 business days for certain types of Debit Card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) from the time of the authorization or until the transaction is paid from your Account.

Please note:

- The Authorization Hold may continue even if you did not purchase any goods or services for which authorization was obtained. If checks are returned, you agree to pay all applicable non-sufficient funds fees.
- That if the transaction is not submitted for payment by the merchant within the three (3) business days (or 30 business days, as applicable), the Bank will release the Authorization Hold, which will increase the Available Balance in the Account until the transaction is submitted for payment by the merchant and finally posted to the Account.
- That it is possible for you to overdraw the Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make. For example, if a merchant does not submit a one-time Debit Card transaction for payment within three (3) business days (or for up to 30 business days for certain types of Debit Card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) of authorization, the Bank must release the Authorization Hold on the transaction even though it will have to honor the transaction and pay it from the funds in the Account when it is received for payment by the Bank.

## FEES

The Bank reserves the right to modify its fees in connection with the Services contemplated under this Agreement, upon notice when required by law. You agree to pay for all such fees or charges as they may change from time to time.

**Over-the-Counter Cash Advance:** When using your Debit Card for Over-the-Counter Cash Advances at a non-Tri Counties Bank financial institution, your Account may be charged a fee of the disbursement amount.

**Foreign Transactions:** When you use your Debit Card at a merchant that settles in currency other than US dollars, 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 market 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa charges us a 0.80% International Service Assessment ("ISA") fee on all foreign transactions, regardless of whether the transaction involves a currency conversion. If a currency conversion is involved, the ISA fee is 1% of the transaction. In either case, the ISA fee that Visa charges us will be passed on to you. This fee will appear on your Account statement.

**Service Fees:** Generally, EFT transactions are subject to the same fees and charges as are applicable to other transactions on your Account, such as when an overdraft is created or a transaction is dishonored due to insufficient funds. In addition, the following fees may apply:

1. Balance inquiry at an ATM other than an ATM maintained by Tri Counties Bank or that is a member of the MoneyPass network.
2. Surcharges or convenience fees for each transaction at an ATM other than one maintained by Tri Counties Bank or that is a member of the MoneyPass network.
3. Per transaction fee for purchases at a merchant.

Please refer to the Consumer Fee Schedule for current service fees. Other than Tri Counties Bank fees, all other fees and surcharges are determined by the service provider.

## CONFIDENTIALITY

We will disclose information to third parties about your Account or the transfers you make under certain circumstances, including but not limited to, the following:

1. When it is necessary for completing transfers; or
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, and/or government agencies; or
3. In order to comply with a government agency or court orders; or
4. If you give us your written permission.

## DOCUMENTATION

**Receipts at ATMs:** You can get a receipt at the time you make any transfer to or from your Account using an ATM, online or terminal unless you designate otherwise. The receipt you receive is evidence of the transaction as recorded by the ATM or terminal. All transactions are subject to posting, final payment, or verification as applicable. You can use the receipt to reconcile your Account statement.

**Account Statements:** You will receive a monthly Account statement (unless there are no transfers in a particular month, in any case you will get the statement at least quarterly) which will reflect Card transactions.

## **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. Here's how:

**Call us at 1-800-922-8742**, or write us at Tri Counties Bank, Customer Service Department, P.O. Box 909, Chico, CA 95927, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Bank may also require you to put in your request in writing and deliver it to us within 14 days after you call. For current service fees, please see the Consumer Fee Schedule.

**Recurring Payments - Varying Amounts:** If you have authorized a person to regularly debit your Account, and the amounts may vary, the person you are going to pay is required to tell you at least 10 days before each debit, when it will be made and how much it will be.

**Bank's Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 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 damages. Stop payment orders can be left on your Account indefinitely or until the scheduled payment is returned.

## **THE BANK'S LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER**

If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, 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 or exceed other overdraft protection services you have with us.
- c. If the ATM where you are making the transfer does not have enough cash.
- d. If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If the funds in your Account are subject to legal process or some other encumbrance restricting such transfer.
- f. If circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or a natural disaster) prevent the transfer, despite reasonable precautions that we have taken.
- g. If we have reason to believe the transaction may not be authorized by you.
- h. If the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely.

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

## **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about Your Electronic Transfers Telephone us at 1-800-922-8742.

Write to us at Tri Counties Bank, Customer Service Department, P.O. Box 909, Chico, CA 95927 as soon as you can, if you think your Account 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 calendar days after the Bank sent the FIRST Account 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 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 calendar 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 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.

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.

## **ATM FEES**

When you use an ATM not operated or 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 funds transfer).

Generally, we do not charge you a fee when you access your Tri Counties Account at a Tri Counties Bank ATM or a MoneyPass ATM. We may charge you a fee for each non-Tri Counties Bank ATM or non-MoneyPass ATM transaction that you perform. As noted above, other parties (merchants, financial institutions, etc.) may assess additional transaction fees made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your Account and shown on the statement for your Account. If you are assessed a surcharge, that fee will be disclosed on the ATM screen.

When you use your Card at a non-Tri Counties Bank ATM you will have access to your linked primary checking, savings or money market accounts. At some locations outside the United States, you may not be able to access your savings or money market accounts, or perform other select transactions.

## **USING YOUR CARD THROUGH A MOBILE DEVICE**

If you make Card transactions through a Mobile Device, this Agreement applies with the same effect and coverage. If you use a Mobile Device app to manage your Card or Cards linked to your accounts with us, this Agreement also applies with the same effect and coverage, plus any other Agreement that may be associated with the Mobile Device app. As used in this Agreement, "Mobile Device" means a smartphone, tablet, or any other portable, hand held or wearable communications device that allows you to electronically store or electronically present your Card, a card number or any token representing your Card information ("Electronic Card Information") and use that Electronic Card Information to make Card transactions.

If you use your Card through a Mobile Device, you should secure the Mobile Device the same as you would your cash, checks, credit cards and other valuable information. We encourage you to password protect or lock your Mobile Device to prevent an unauthorized person from using it. Please notify us promptly if your Mobile Device containing Electronic Card Information is lost or stolen.

Your mobile carrier may charge you message and data rates or other fees when you use your Card through a Mobile Device. Card transactions made through a Mobile Device may involve electronic transmission of your Card Information across wireless and computer networks. Third Parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may use and receive Electronic Card Information in connection with your Card transaction. Third Parties may also receive information about your Mobile Device when you use it to make a Card transaction. When you use your Card through a Mobile Device, information about your Mobile Device may be transmitted to us.

A Card transaction made through a Mobile Device is a one-time Card transaction. To the extent that you are using your Card through a Mobile Device and have added the Overdraft Privilege service to your Account, if eligible for this service, this selection also applies to transactions made through your Mobile Device. For more information, please see the Overdraft Privilege and the "What You Need to Know about Overdrafts and Overdraft Fees" disclosures.

## **MANAGING YOUR FUNDS**

We urge you to record and track all your transactions to confirm that funds in your Account accurately reflect your spending.

## **SAFEGUARDING YOUR CARD AND PIN**

You can select your own PIN by calling us at 1-866-534-6871. It is your responsibility to keep your Card and your PIN secure. Here are some simple rules to help protect against unauthorized use of your Card:

- Do not write your PIN on your Card or any other material carried near or with your Card.
- Never tell anyone else your PIN(s).
- Never let anyone else use your Card.
- Never let anyone else watch you enter your PIN at an ATM or POS terminal.
- For your safety, please remember the following tips when you use an ATM or POS terminal:
  - Be aware of your surroundings, especially at night.
  - Park near a well-lighted area.

- If you see anyone or anything suspicious, consider using another ATM or coming back later with a companion.
- When you receive your cash, pocket it immediately and count it later in a safe place.
- Promptly remove your Card after completing transaction.
- DO NOT leave your receipt at an ATM.

## **RIGHT TO REVOKE CARD AND/OR CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DISCLOSURE**

Subject to applicable law or regulation, we may, at any time and without notice, cause, or liability to you, or in any way affecting your obligations to us, revoke your Card, and you agree to surrender the Card upon the Bank's demand. We may change the terms and conditions of this Agreement by mailing written notice of the change to your address as it appears on the Bank's records at least 21 days before the effective date of the change. However, prior notice need not be given when an immediate change in terms or conditions is necessary to maintain the security of your Account.

## **VISA ACCOUNT UPDATER SERVICE**

If you give your Card number to a merchant with authorization to bill it for recurring or future payments, and your card number or expiration date changes, you should notify the merchant with your new card information. We subscribe to the Visa Account Updater Service (VAU Service) and we provide updated Card information to the VAU Service. If your merchant participates in the VAU Service, that merchant may receive the updated Card information. If your Card is closed for any reason your Card information will not be provided to the VAU Service. Because not all merchants subscribe to the VAU service we recommend you notify each merchant of your new Card information to ensure the service from the merchant and your payments continue uninterrupted.