

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

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions.

If an account requires only one signature to withdraw funds, any authorized signer on the account may apply for electronic fund transfer services on behalf of all authorized signers.

Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account's signature card.

**Prearranged Transfers.** You may make arrangements for certain direct deposits to be accepted into your checking and/or savings accounts (Prearranged Credits). You may make arrangements to pay certain recurring bills from your checking and/or savings accounts (Prearranged Debits).

**Telephone Transfers.** You may access your account(s) by telephone at 1-866-208-2511 using a touch tone phone, your account numbers, and your personal identification number. You may transfer funds from your checking account to your savings account or vice versa. You may make payments from your checking account to loan accounts with us. You may get your checking and/or savings account(s) information.

**Automated Teller Machine Transfers.** You may access your account(s) by ATM using your Debit Card and personal identification number to:

- Get cash withdrawals from your checking account no more than \$300 per day. Weekends and holidays are considered one day for daily limit purposes.
- Get cash withdrawal from your savings account no more than \$300 per day. Weekends and holidays are considered one day for daily limit purposes.
- Make deposits to your checking and/or savings account or vice versa at US Metro Bank ATM only;
- Transfer funds between your checking or savings accounts;
- Obtain account balance information. The balance may reflect recent transactions, may include funds that are not subject to immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

**Point of Sale ("POS") Transactions.** You may also use your Debit Card to access your checking account to purchase goods or services in person, by phone and by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. These transactions are referred to as Point-of-Sale ("POS") transaction. Some merchants may ask you to sign a sales slip or to enter your PIN in order to authorize your purchase(s). Your daily limit for Debit Card purchase(s) is \$500.00 per day. For purposes of determining when

you have reached your daily limit a day ends at 4:00 pm. Friday after 4:00 pm through 4:00 pm Monday is considered one day. If a holiday falls on a Monday, the weekend is extended thru 4:00 pm Tuesday following the holiday.

**Computer Transfer.** You may access your account(s) by computer by logging on to [www.usmetrobank.com](http://www.usmetrobank.com) and using your User Name and Passcode to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Make payments from checking to loan accounts with us;
- Obtain checking and/or savings account information.

**Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic transfers between your account and the third party's account. These transfers to make or receive payment maybe 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 a notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print a notice on a receipt). In all these cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found (on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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:

**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 fund transfer to collect a charge in the event a check is returned for insufficient funds.

**General Limitations.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a Money Market or Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to third party are limited to six (6) transactions per statement cycle. If you exceed the transfer limitations set forth above, your account may be converted to a transaction account.

**Fees. Money Market Accounts.** An excess transfer fee of \$12.00 per item applies if the limits are exceeded. **Savings Accounts.** An excess transfer fee of \$0.25 per item applies if the limits are exceeded.

Except as indicated above, we do not charge for Electronic Fund Transfers.

**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.** 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. You may not get a receipt if the amount of transfer is \$15 or less.

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 714-620-8888 to find out whether or not the deposit has been made. In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from your account is preauthorized credit.

### **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 us at 714-620-8888 or write us at 9866 Garden Grove Blvd., Garden Grove, CA 92844, 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, we may also require you to put your request in writing and get it to us within 14 days after you call. A stop payment charge will be assessed for each stop payment.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (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 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.

**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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- 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 disclose information to third parties about your account of the transfers you make:

- (1) where 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 credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

**Consumer Liability for Unauthorized Transactions.** Tell us at once if you believe that your card and/or your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from you check. Phoning us immediately 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 believe your card and/or code has been lost or stolen, and you tell us within two (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 two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove that 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.

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 sixty (60) days after the statement was mailed to you, you may not get back any money you lose after the sixty (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 hospital stay) kept you from notifying us, we will extend the time periods.

**MasterCard Debit Card (“Debit Card”).** Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information such as Personal Identification Number. You could lose all the money in

your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use. However, you will not be liable for any point-of-sale transactions, if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (2) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (3) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by MasterCard.

If you fail to notify us of an unauthorized use that appears on a periodic statement within sixty (60) days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized transfer (other than MasterCard, point-of-sale transactions) that occurs after the close of the sixty (60) days and before you give us notice. Regardless, your liability for unauthorized point-of-sale transactions will be no more than \$50 as described above. MasterCard is a registered trademark of MasterCard International Incorporated.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

If you believe that your card and/or code has been lost or stolen, call us at 714-620-8888 or write us at 9866 Garden Grove Blvd, Garden Grove, CA 92844. You should also call the number or write to the address provided above, if you believe a transfer has been made using the information from your check without your permission.

**What to Do in Case of Errors or Questions About Your Transactions.** Telephone us at (714)-620-8888 or write to US Metro Bank, 9866 Garden Grove Blvd., Garden Grove, CA 92844 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error first appeared.

- Tell us your name and account number, if any;
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe an error has been made or why you need more information; and
- Tell us the dollar amount and date of the suspected error.  
If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days

We will tell you the results of our investigation within ten (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 (90 days for point-of-sale and foreign transactions) 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.

If a notice of error involves an electronic funds transfer that occurred within thirty (30) days after your new account is established, we may take ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within twenty (20) 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

You agree to provide reasonable assistance to us in connection with efforts to recover any funds paid as a result of unauthorized use (for example, through proper execution and delivery of an affidavit in a form acceptable to us).

**Business, Governmental, Trust and Similar Accounts.** The error resolution and liability provisions of this Agreement (and the provisions printed on the back of any periodic statement), apply only to consumer accounts. Other accountholders assume full responsibility for any unauthorized use of their Card and /or PIN and agree to defend and hold us harmless from all claims, losses and damages related to unauthorized transactions. Any electronic funds transfer that is not subject to the Electronic Funds Transfer Act and Regulation E is covered by California Commercial Code Division 11. Under no circumstances will we be liable for any special or consequential damages.

**Business Days.** Our business days are Monday through Friday, excluding federal holidays.