

ELECTRONIC FUND TRANSFERS:  
YOUR RIGHTS AND RESPONSIBILITIES

Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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Indicated below are the 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 disclosure for future reference.

- I. ATM transfers - types of transfers, dollar limitations, and charges -you may access your account(s) by ATM using your ATM card and PIN (personal identification number), to:
  - a. Withdraw cash from your checking or savings accounts designated by you.
  - b. Transfer funds between checking and savings accounts which you have designated.
  - c. Make balance inquiries on account(s) designated by you.
2. Limitation on card usage: Cash withdrawals using your Lee Bank card are limited to \$200.00 per card per day or your available account balance, whichever is less.
3. Types of VISA CHECK Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods - in person or by phone; pay for services - in person or by phone; get cash from a merchant if the merchant permits or from a participating financial institution; and do anything that a participating VISA merchant will accept.
4. Point-of-Sale Transactions - Using your card: VISA CHECK Card limits: There is no limit to the number of times you may use your CHECK Card. The limitation on the amount is \$1,000 per card per day. We have the right to return any check or other item drawn against your account to ensure that funds are available to pay or CHECK Card transactions. We may, but do not have to, allow a transaction which exceeds your available balance. If we do, you agree to pay the overdraft and the overdraft charges in effect at the time of the overdraft.
5. Currency conversions - When you use your VISA CHECK Card 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 either a rate selected by VISA from the 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
6. 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.
7. Non-Visa Debit Transaction Processing -We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa Network)

without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: PULSE Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa rules generally define *PIN-Debit Network* as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### \*\*\*\*Fees\*\*\*\*

1. Disclosure Charges for Transfers or Right to make Transfers. There is no charge for each transaction you make using our automated teller machines when you access them with a Lee Bank & Trust Company 24-Hour ATM Card. If you use a Lee Bank & Trust Company ATM you will not be charged by Lee Bank & Trust Company.

ATM card fee- No charge for 1<sup>st</sup> card

Reissue of ATM card - \$7.50 per each card.

Your Lee Bank & Trust Company ATM card will be accepted at any ATM where you see the following network logos: PLUS, or Pulse

2. 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\*\*\*\*

1. Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using one of our automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

2. Periodic statements. You will get a monthly account statement from us for your checking accounts. For passbook accounts, you will receive a statement on your savings account for any month in which an electronic transaction has occurred. You will receive a statement on your savings account at least quarterly for any account to or from which electronic transactions can be made. You may bring your passbook to us and we will record any electronic transactions that were made since the last time you brought in your passbook.

\*\*\*\* 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.

- a. If through no fault of ours, you do not have enough money in your account to make the transfer
- b. If the automated teller machine where you are making the transfer does not have enough cash.
- c. If the terminal was not working properly and you knew about the breakdown when you started the transfer
- d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. If such transfer would exceed an established credit limit.
- f. If there are funds in your account subject to legal process or other encumbrance restricting such transfer
- g. If there has been incomplete or inaccurate information forwarded by the third-party payor or payee
- h. If your account has been blocked due to a reported lost or stolen 24-Hour ATM card.

\*\*\*\*CONFIDENTIALITY\*\*\*\*

We will disclose information to third parties about your account or 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 a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us written permission

\*\*\*\* UNAUTHORIZED TRANSFERS\*\*\*\*

1. 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 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 can lose as much as \$500.
- Also, if your statements show transfer 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 hospital stay) kept you from telling us, we will extend the time periods.
- Additional Limit on Liability for VISA CHECK Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA CHECK Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA

2. Contact in event of unauthorized transfer. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without permission using information from your check call or write: Lee Bank & Trust Company, P. O. Box 100 Pennington Gap, VA 24277, telephone number (276)546-2211

If your ATM or VISA CHECK Card is lost or stolen and Lee Bank & Trust Company is closed, please call: 1-888-297-3416.

\*\*\*\* ERROR RESOLUTION NOTICE\*\*\*\*

In case of errors or questions about your electronic transfers, phone or write us at: Lee Bank & Trust Company, P.O. Box 100, Pennington Gap, VA 24277, (276)546-2211. Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (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 us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days {5 business days for VISA CHECK Card point -of-sale transactions and 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 (5 business days for VISA CHECK Card point-of-sale transactions and 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.

LEE BANK & TRUST COMPANY  
P.O. Box 100, 41371 W. MORGAN AVENUE  
PENNINGTON GAP, VIRGINIA 24277-0100  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone (276)546-2211  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

\*\*\*\* NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS\*\*\*\*

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

\*\*\*\* AGREEMENT FOR USE OF A 24-HOUR ATM CARD OR VISA CHECKCARD\*\*\*\*

In this agreement, the words "you" and "your" means the cardholder or holders and anyone else you authorize to use the 24-Hour ATM or VISA CHECK Card. The words "we", "us", "our", and "Bank" mean the card issuer, Lee Bank & Trust Company, whose name appears on the back panel of this brochure.

1. Agreement: By requesting and receiving, signing, using or authorizing another to use the 24-Hour ATM or VISA CHECK Card you promise to follow the terms and conditions of this Agreement, as amended from time to time.
2. Authorization: If you furnish your 24-Hour ATM or VISA CHECK Card and PIN number to another person, you will be liable for all transfers made by that person through use of the card prior to the time you notify us that transfers by that person are no longer authorized.
3. Other Agreements: All transactions through the 24-Hour Automated Teller machines are also subject to the rules and regulations in effect which independently govern use of your checking and savings.
4. Amendments or Cancellations: We can amend this Agreement at any time. If the law requires us to notify you in a certain way, we will do so. The 24-Hour ATM or VISA CHECK Card is the property of Lee Bank & Trust Company, P.O. Box 100, Pennington Gap, VA. The features of this card or any part thereof may be terminated by the bank. The card must be returned immediately upon request by the bank.
5. Notices: If we have to notify you of anything concerning your 24-Hour ATM or VISA CHECK Card, we will use your name and address as it appears in our record.