



**Home Loan State Bank**  
**ELECTRONIC FUNDS TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Funds 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.

If you apply for and receive an ATM and/or Debit Card from us or you request and we agree to provide any pre-authorized electronic funds transfers to or from your account, you agree to the following terms. You may be assigned a personal identification number (PIN) to use in making such transfers. Your use of the electronic funds transfer services you have requested will confirm your agreement to these terms. These terms apply only to accounts used for personal, family or household purposes.

**Available Electronic Funds Services**

**Automated Teller Machine (ATM) Transactions** – You may access your account(s) by ATM using your ATM card and personal identification number (PIN), to:

- ✓ Get cash withdrawals from checking or savings account(s) from any ATM
- ✓ Transfer funds between your accounts
- ✓ Inquire about the balance on your account(s)
- ✓ Due to the high occurrence of identity theft and fraud, if you plan to use your ATM Card in a foreign country, please make special arrangements with the bank.

**MasterCard Debit Card/ATM Transactions** – You may use your Debit Card to:

- ✓ Pay for purchases and services at businesses that have agreed to accept the card, either in person or by phone
- ✓ Get cash from participating financial institutions
- ✓ Withdraw cash from your checking or savings accounts at an ATM
- ✓ Transfer funds between your checking and savings accounts upon request at an ATM
- ✓ Make balance inquiries at an ATM
- ✓ Some of these services may not be available at all terminals – any service at an ATM will also require your PIN.
- ✓ You agree not to use your card(s) for illegal gambling or other illegal purposes. 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 business may be located.
- ✓ Due to the high occurrence of identity theft and fraud, if you plan to use your MasterCard Debit Card in a foreign country, please make special arrangements with the bank.

**Preauthorized Transfers** – You may arrange for us to:

- ✓ Accept certain "direct" deposits to your checking or savings accounts
- ✓ Pay certain recurring bills from your checking account in the amounts and on the days you request
- ✓ Automatically transfer funds between your checking and savings accounts in the amount and on the days you request

**Electronic Check Conversion** –

Your check can result in an electronic funds transfer. This can happen in several ways. For example:

- ✓ You may purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer
- ✓ At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- ✓ Your authorization to make these types of electronic funds transfers may be expressed in writing or implied simply through the business posting a sign.

**Telephone Transfer Services** – By calling 970-242-4572 using a touch-tone phone, your account numbers, and your PIN, you may utilize our Dial-a-Bank to:

- ✓ Make balance inquiries on your accounts
- ✓ Transfer funds between your accounts
- ✓ Obtain information about transactions on your accounts

**Computer Transfers** – You may arrange to:

- ✓ Access your accounts by computer at [www.hlsb.com](http://www.hlsb.com) by using your account number, access ID# and PIN
- ✓ Transfer funds between accounts
- ✓ Make payments from your accounts to a loan with us
- ✓ Make payments from your accounts to pay bills
- ✓ Obtain balances and transaction history

**Limitations on Frequency of Transfers**

- You may make only three (3) cash withdrawals per business day from terminals
- You may not authorize electronic withdrawals from a time deposit
- Transfers from a statement savings account to another account or to third parties by preauthorized, automatic, computer, or telephone transfer are limited by federal regulation to six per month, no more than three of which may be by online purchase or similar order to third parties. No transactions are allowed by check or debit card.
- Transfers from a money market account to another account or to third parties by preauthorized, automatic, computer, or telephone transfer are limited by federal regulation to six per statement cycle, no more than three of which may be by check, debit card, online purchase, or similar order to third parties.

**Limitations on Dollar Amounts of Transfers**

- You may use your ATM card to withdraw up to your available balance or \$210, whichever is less, from terminals each business day.
- You may buy up to your available balance or \$1000, whichever is less, worth of goods or services each business day with our point-of-sale transfer service using your MasterCard debit card.
- You can use your MasterCard debit card to get cash advances from any financial institution displaying the MasterCard logo. The daily monetary limit allows advances up to your available balance or \$210, whichever is less, on any business day.

**Fees and Charges**

- Our bank does not charge for electronic transactions or inquiries made by our customers using any of our electronic services.
- Possible Charges for Use of Automated Teller Machines Operated by Other Institutions: If you perform a transaction at an automated teller machine (ATM) that we do not own or operate, you may be charged a fee to the operator of that machine. In addition, you may be charged a fee to any national, regional or local network utilized to effect the transaction, even if you only make an inquiry.
- When you use your 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 government-mandated rate or the wholesale market rate in effect the day before the processing date. The 1% international fee will be shown in US funds as a separate amount on your monthly account statement.
- There is an annual fee of \$5 on HLSB Mastercard Debit Cards. This fee is assessed per card after the first year of issuance.

**Documentation**

- Terminal Transfers: You will be offered a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- 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 970-243-6600 during business hours or use our Dial-A-Bank at 970-242-4572 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 or NOW accounts. You will get a quarterly account statement from us for your statement savings accounts, or money market accounts unless there are electronic transfers in a particular month in which case you will get a statement during that month.

**Pre-Authorized Transfers**

- Notice of varying amounts: If these regular payments may vary in amount, the person or company 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.

- 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 by calling 970-243-6600, or write us at Home Loan State Bank, P.O. Box 100, Grand Junction, CO 81502, in time for us to receive your request three 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 a fee for each stop payment order you give.
- If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **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 transaction;
- 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.

#### **Disclosure of Account Information To Third Parties**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission

#### **Business Days**

Our business days are Monday through Friday. Federal holidays are not included. For purposes of limitations on frequency of transfers and limitations on dollar amounts of transfers, from Friday 6:00 p.m. until Monday 6:00 p.m. is considered one business day.

#### **Unauthorized Transfers**

- **Consumer Liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If the unauthorized use of your lost or stolen card and/or code occurs through no fault of yours, no liability will be imposed on you. Otherwise, you will be liable for the lesser of: (1) \$50.00, or (2) the amount of money, property, or services obtained by unauthorized use of the card and/or code before you gave us the notice.

Also, if your statement shows transfers that you did not make, tell us at once. 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 or write us at the telephone number or address listed in this disclosure. Except for electronic funds transfers made by card or other device for use at a communications facility, such as an ATM, 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 if we can prove that we could have stopped someone from taking the money if you had told us in time as to transactions arising from the unauthorized use of the card and/or code, if your failure to examine your statement or to tell us constitutes a lack of due diligence on your part. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

- The effect of this policy is to: 1) clarify that you are not liable for unauthorized transfers with a card and/or code that occur through no fault of yours; and 2) state that you could be at "fault" if you fail to review your statement in a timely manner. Keep this notice with your account records. Continued use of the electronic funds transfer services we offer constitutes acceptance of these terms.
- You may also be required to provide additional documentation in support of your claim, including an affidavit of unauthorized use and a police report.
- Use of your Card is "authorized" if used by you or anyone to whom you have given actual, implied, or apparent authority or use by any person to whom you gave your Card or PIN. You agree to take reasonable steps to safeguard your Card and PIN, and further agree not to write the PIN on the Card; not to disclose the PIN to anyone other than an authorized person; and not to give your Card to anyone other than an authorized person.

#### **Changes In Terms Affecting Electronic Funds Transfers**

From time to time we may change the terms and conditions of your account, including the terms applicable to electronic transfers. Unless an immediate change is necessary to ensure the security of our electronic transfer system or your account, we will send you prior written notice as required by law. We will notify you of any change in accordance with the requirements of Regulation E if we would:

- Increase your charges or liability; or
- Decrease the number of services you can use; or
- Place stricter limits on the frequency or amount of transfers that you can make.

#### **Termination of Electronic Fund Transfer Privileges**

All of your electronic transfer privileges will end if your account is closed. Either the Bank or you may terminate specific electronic transfer services without closing your account. You may terminate a service by calling or writing us at the number or address provided. We may terminate your Card or PIN or your right to receive electronic funds transfers at any time.

#### **Error Resolution Notice**

**In case of Errors or Questions About Your Electronic Transfers.** Telephone us at 970-243-6600 or write us at Home Loan State Bank, P.O. Box 100, Grand Junction, CO 81502 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.

- (1) For electronic transactions other than ATM or debit card, we must hear from you within 60 days of your receiving the statement on which the transaction appears.
- (2) Tell us your name and account number (if any);
- (3) 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;
- (4) 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.

#### **MasterCard Debit Card/POS Transactions – Investigations**

- The Bank will attempt to complete our investigation within 5 business days of your notifying us. If we need more time, we may take up to 90 days to investigate your complaint or question if we provisionally credit your account within 5 business days for the amount you think is in error. You will have the use of the money while we complete our investigation.
- If we ask you to send your complaint or question in writing the following rules apply. If we receive your written notice within 5 business days, we will provisionally recredit your account by the end of the 5-day period. If we receive your written notice after the end of the 5-day period but within 10 business days, we will provisionally recredit your account by the end of the 10-day period. If we do not receive your written notice within 10 business days, we need not provisionally recredit your account.
- If the transaction at issue occurred during the first 30 days your account is open, the 5-day and 10-day periods described in this section are changed to a 20-day period.

#### **ATM and Other Electronic Transactions – Investigations**

- The Bank will attempt to complete our investigation within 10 business days of your notifying us. If we need more time, we may take up to 45 days (90 days for foreign transactions or if your account has been open 30 days or less), if we provisionally credit your account within 10 business days for the amount you think is in error. You will have the use of the money while we 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 provisionally credit your account.
- The 10-day period described in this section is changed to 20 business days if the transaction at issue occurred during the first 30 days your account is open.

We will report the results to you within 3 business days after completing our investigation and correct any error promptly. If we find that there was no error, or the error was not as you thought, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

#### **Address and Telephone Number**

If you believe your Card/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at:

970-243-6600 or 1-800-576-6428  
Home Loan State Bank  
P.O. Box 100  
Grand Junction, CO 81502