

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

Fayette County National Bank  
101 North Court Street  
PO Box 209  
Fayetteville, WV 25840-0209  
(304)574-1212

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and 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:

**Preauthorized credits** - You may make arrangements for certain direct deposits (for example, from: UST, Miner's Benefit, VA or some employers) to be accepted into your checking and savings accounts).

**Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or checking account(s).

**Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Touch Tone Teller transactions** - types of transactions - You may access your account by telephone using your account number(s), personal identification number (PIN) and touch tone phone to:

- get balance information about checking, savings, certificate of deposit or Loans
- get transaction history about checking, savings, certificate of deposit or Loans

You may access your account for telephone transactions at the following number(s) and during the following hours:

- 1888)774-3262 124)

**ATM card transactions** - types of transactions - You may access your account(s) by ATM using your ATM card and your personal identification number (PIN) to:

withdraw cash from checking

get balance information about checking

**Currency Conversion.** 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 wholesale market rate or the government mandated rate in effect the day before the

**processing date, increased by 1% . The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.**

Some of these services may not be available at all terminals.

**Visa Check Card ATM transactions - types of transactions - You may access your account(s) by ATM at Cirrus, Star, and Visa Networks using your Visa Check Card and your personal identification number (PIN) (as applicable) to:**

withdraw cash from checking account(s)

get balance information about checking

Currency Conversion. 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 wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1 % . The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.**

Some of these services may not be available at all terminals.

**Visa Check Card point-of-sale transactions - types of transactions - You may access your checking account(s) using your Visa Check Card to do transactions that participating merchants will accept, including:**

purchase goods in person, by phone, or online

· **pay for services in person, by phone, or online**

· **get cash from a participating merchant or financial institution**

Advisory Against Illegal Use - You agree not to use your Visa Check Card 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 the jurisdiction in which you may be located.

FCNB ONLINE - types of transfers - You may access your accounts at fcnbonline.com and using your User ID and Password to:

transfer funds from line of credit to checking

**transfer funds from savings to savings**

transfer funds from checking to savings

transfer funds from savings to line of credit

transfer funds from checking to line of credit

· transfer funds from line of credit to checking

**transfer funds from line of credit to savings**

make payments from checking to line of credit

make payments from checking to loan

(Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.)

**get balance information about checking, savings, certificate of deposit, line of credit or Loans**

get withdrawal history about checking, savings or line of credit

get deposit history about checking, savings or certificate of deposit

**get transaction history about checking, savings, certificate of deposit, line of credit or Loans**

Check Free - types of transfers -

**You may access this service by computer at fcnbonline.com and using your user name and password and account number(s).**

**You may access this service to:**

**make payments from your checking account(s) to**

(Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.)

**Mobile Device Transfers - types of transfers - You may access your accounts remotely with your cell phone or other mobile access device and using your user identification name, password and responses to multifactor authentication questions. You may use this service to:**

**transfer funds from checking or savings to savings or checking**  
**make payments from checking or savings to savings or checking**  
**make payments from checking or savings to loan**

(Payments made by paper check to specified payees (as disclosed separately) will NOT be subject to these Electronic Fund Transfers Rules.)

**get balance information about checking, savings, certificate of deposit or Loan**

get withdrawal history about checking, savings or line of credit

get deposit history about checking, savings or certificate of deposit

**get transaction history about checking, savings, line of credit, certificate of deposit or Loan**

**Limits and fees - Please refer to our fee disclosure for information about fees and limitations that may apply to these 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**

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

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (304)574-1212 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your regular checking, NOW, and HiFi account(s).

**For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.**

#### **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 is how:**

**Call or write us at the telephone number or address listed in this disclosure 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.**

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall **outside certain limits that you set.**)

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments 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.

#### **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:**

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- 14) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer. despite reasonable precautions that we have taken.

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

#### 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) as described in our privacy policy disclosure, provided separately.

#### Unauthorized Transfers

(a) Consumer liability. (1) Generally, 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, 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 two business days after you learn of the loss or theft of your card and/or code, and we can prove **we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose** as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) 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 card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number, which are not processed by VISA, or to **commercial cards.**

(b) **Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.**

#### Error Resolution Notice

**In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

(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 (five business days if the transfer involved a point-of-sale transaction 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 (five business days if the transfer involved a point-of-sale transaction 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 the 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.

If you have inquiries regarding your account, please contact us at:

Fayette County National Bank  
Kimber L. Evans, VP & Head  
Bookkeeper  
101N. Court Street  
PO Box 209  
Fayetteville, WV 25840-0209  
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday  
Holidays are not included.  
PHONE: (304)574-1212

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST