

## Electronic Funds Transfers - Your Consumer Rights and Responsibilities

The electronic funds transfers you may conduct are discussed below, some of which may not apply to your account(s) with us. Please read this disclosure carefully and keep it for future reference, because it tells you your rights and responsibilities for these transactions.

### Business Days

For purposes of this disclosure, our business days are Monday through Friday. Holidays and weekends are not business days.

### Types of Electronic Transactions You May Conduct

**Direct deposits and other electronic credits.** You may make arrangements for certain deposits (such as payroll or Social Security) to be accepted into your checking or savings accounts electronically. We do not guarantee that direct deposits to your account from a third party will arrive on a certain date. We do, however, provide you same day availability for direct deposit funds on the effective date of the deposit, or the date the deposit is received, whichever is later.

**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 payment networks. Your authorization to the third party to make these transfers can occur in a number of ways, including but not limited to giving authorization over the phone or Internet, or by the merchant posting a sign informing you of their policy. You may also access your account to purchase goods, pay for services, or get cash where a check (whether blank, partly completed or fully completed and signed) is presented at a Point of Sale terminal or is provided to a merchant or other payee or lockbox and later converted to an electronic funds transfer, regardless of whether the original check is retained by you.

Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

You should be careful about giving someone your account information to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity. For information about stopping payment of a recurring ACH transaction, see the section entitled: *Pre-Authorized Transactions – Your Right to Stop Payment.*

**Electronic Loan Payments from third party accounts.** You may authorize us to initiate recurring electronic funds transfers to make regular payments on your loans at American Bank. To initiate this service, you must execute and submit to us a written authorization. To cancel the service, you must provide us a written notice of cancellation at least 10 business days prior to the next scheduled electronic loan payment.

**24-Hour Bank-By-Phone and Client Services telephone transfers.** Your account may be accessed by telephone 24 hours and 365 days a year using our 24-Hour Bank-By-Phone system.

To transfer funds from one account with us to another account with us (checking and savings), you must use a personal identification number (PIN) for all accounts on which you have established Bank-By-Phone services.

Terms and conditions of access are governed by the 24-Hour Bank-By-Phone Terms and Conditions and the Terms and Conditions of Your Deposit Account.

When you open a new account, it is automatically enrolled in Bank-By-Phone. To access Bank-By-Phone, you will be required to authenticate by using an Alternate Electronic Access Number and establish a 4-digit pin.

You may also access your account by telephoning a Client Services representative using our Client Services phone number. These representatives are available on business days (Monday through Friday, excluding holidays) from 7:00 a.m. to 6:00 p.m. at the number shown on the back of this brochure.

**Debit Card and ATM Card.** Within this disclosure, the term "Debit Card" refers to American Bank Debit Cards and the term "ATM Card" refers to American Bank ATM Cards. The term "Card" refers to both Debit Cards and ATM Cards, unless the context specifically uses a different definition. You may use your Card, subject to the available funds in your Account, not to exceed your individual daily limit, to do the following:

- (a) **Automated teller machine (ATM) banking.** You may use your Card and PIN at ATMs owned by the Bank (check with us for a current schedule of locations), or at other ATMs bearing the NYCE or Mastercard® symbol. You may withdraw funds from, deposit funds to, make balance inquiries for or make transfers between your checking and savings accounts.
- (b) **Point-of-sale purchases.** You may use your Card and PIN to purchase goods from your Account (primary checking only) at any Point-of-Sale (POS) terminal bearing the NYCE symbol. If you use an ATM Card to make a purchase, you must use your PIN to complete the transaction and you should not be asked to sign a sales draft or debit slip.
- (c) **Debit Card purchases.** Using a Debit Card, you may make purchases from your Account (primary checking only) at any merchant that accepts

Mastercard. You may be asked to sign a sales draft or debit slip if you use a Debit Card to make a purchase and do not use a PIN.

- (d) **Debit Card cash advances.** Using a Debit Card, you may also initiate withdrawals from your Account (primary checking only) by presenting your Debit Card to any bank displaying the Mastercard logo.

Before the first time you use your Debit Card for merchant purchases or cash advances, you must call the toll-free telephone number on the sticker on the Card to activate it.

**Online Banking.** You may access your checking and savings accounts to transfer funds to your other accounts with us as well as utilize Bill Pay, Mobile Deposit, External Transfers and Zelle®. You may access all of your bank deposit and loan accounts with us to inquire about your account balances, rates and history, download electronic statements, make loan payments and send us e-mail. Please ask any Personal Banker for details about the availability, features and pricing of this product.

**Electronic access to revolving lines of credit and overdraft protection sources.** You may access the different available revolving lines of credit and overdraft protection sources, including Ready Cash, which are tied to your checking account using ATM, Point of Sale (POS), online banking, 24-Hour Bank-By-Phone and Bill Pay transactions. Daily dollar limits for ATM, POS and Bill Pay withdrawals still apply. For us to consider paying ATM and everyday debit card transactions using American Privilege funds, your authorization is required. Overdraft fees, non-sufficient funds fees or other overdraft protection transfer fees or costs may apply for such services. Please consult our Schedule of Fees and Service Charges and other agreements applicable to such revolving lines of credit and overdraft protection sources.

### Limits on Transactions

You may withdraw the funds available in your checking or savings account(s) with us, up to the daily limit we have established, by using your ATM Card, Debit Card, Bill Pay, External Transfer or Zelle. Please note that ATM withdrawals using a Business Debit Card are enabled only upon request. The daily dollar limit is one thousand twenty-five dollars (\$1,025.00) per day for ATM withdrawals and three thousand dollars (\$3,000.00) per day for POS transactions, merchant purchases and cash advances. A Personal Banker can provide you with information on your limits for mobile and online banking related transactions as they may vary.

For American Money Market or Savings accounts, there is an unlimited number of lobby or ATM withdrawals (subject to current fee schedule). However, telephone, third party or pre-authorized transfers are limited to six per statement cycle. There is no limit on the number of credits (deposits) you can make to these accounts per month. If you have linked your Savings account to your Card, you can use your Card to access such account only at ATMs.



P.O. Box 6469 Corpus Christi, Texas 78466-6469

**Client Services** (800) 257-8316

**24-Hour Bank-By-Phone** (800) 257-8086

### Charges for Electronic Funds Transfers

We do not charge for pre-authorized withdrawals from any type of account. Except as indicated in our Schedule of Fees and Service Charges, we do not charge for electronic funds transfers.

Charges for Debit Card and ATM Card transactions are detailed in our Schedule of Fees and Service Charges. **NOTICE REGARDING ATM FEES BY OTHERS:** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

In addition to the limits on the number of debit transactions you may have from an American Money Market or Savings account, we may establish limits and charge for an excessive number of debit or credit transactions conducted within a statement period. Please refer to your account's Truth in Savings Disclosure concerning charges for excessive debit or credit transactions.

### Right to Documentation

**Direct deposits and other electronic credits.** If you have arranged to have a direct deposit(s) made to your account, you can determine if the deposit has been made by reviewing your account's activity through Online Banking and Mobile Banking, our digital banking systems. There is no fee for these services, but you must register by signing up online at [www.americanbank.com](http://www.americanbank.com). Or you may check by calling us at (800) 257-8316. The balance inquiry fee will apply as stated in our Schedule of Fees and Service Charges if you choose to verify by phone.

You may also determine if a direct deposit has been made by calling 24-Hour Bank-By-Phone at the number shown on the back of this brochure. There is no charge for Bank-By-Phone service, and an Alternate Electronic Access Number is required for access as well as a PIN that you will establish upon accessing the system for the first time. Please contact a Client Services representative if you need assistance with Bank-By-Phone.

**Pre-authorized debits and ACH withdrawals.** If you contract for these regular payments from your account and they may vary in amount, the company you are going to pay is required to tell you, ten days before each payment, when the payment will be made and for how much. Or, you may choose to get this notice only when the payment would differ from the previous payment by more than a certain amount, or when the amount would fall outside certain limits that you set. We do not warrant to you the validity of the notice of varying amount from the third party being paid. Please refer to the procedures for stop payment and error resolution detailed in this disclosure to avoid loss.

**ATM or Debit Card transactions.** Any time you use a Check Card or an ATM Card to perform an electronic

funds transfer, you will either receive a receipt or be asked if you want one. We encourage you to get a receipt and keep it to document and verify transactions against your statement.

**Periodic statements.** You will get a monthly statement from us for your checking account and any savings account with electronic funds transfers. If your savings account does not have any electronic transactions in a particular month, you will receive a quarterly statement.

### Pre-authorized Transactions

**Your right to stop payment.** You may stop pre-authorized payments out of your account. You must also call Client Services at the number shown on the back of this brochure or write us at the address shown at the end of this disclosure in time for us to receive your request at least three business days before the payment is scheduled to be made. In order for us to process your request, you must tell us the exact dollar amount of the pre-authorized transaction you wish to stop pay. All requests by phone must be followed-up in writing within 14 days of the call. We may require you to provide documentation that you have revoked your authorization for automatic bill pay, pre-authorized debit or draft against your account.

There is a charge for each stop payment order you give. Please refer to a current Schedule of Fees and Service Charges.

**Our liability for failure to stop payment on a pre-authorized 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 may be liable for your losses or damages.

**Our liability for failure to make transfers.** For electronic funds transfer agreements you enter into with us, if we do not complete a transfer to or from your account on time or in the correct amount according to that agreement, we may be liable for your losses or damages caused by such failure. However, there are 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 transfer would go over the credit limit on your overdraft line
- 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 at any time during the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken

There may be other applicable exceptions or defenses available through contract, statute, common law, regulation or standard banking practices.

### Unauthorized Transfers

**Your liability and the need for prompt reporting of lost or stolen cards and/or User Access Codes.** Tell us AT ONCE if you believe your card and/or User Access Code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. 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 (2) business days after you learn of the loss or theft of your User Access Codes, you can lose no more than \$50 if someone used your User Access Codes without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User Access Codes, and we can prove we could have stopped someone from using your User Access Codes 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, 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

### In Case of Errors or Questions About Your Electronic Funds Transfers

Telephone or write us at the phone number and address shown below or on the back of your periodic statement, **as soon as possible, but, as described below, no more than 60 days from the date of the statement,** if you think your statement or receipt is wrong or if you need more information about a transfer shown on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

(a) **Contacting American Bank.** You may telephone us at (800) 257-8316. You may write to us at:

American Bank, N.A.  
Attn: Client Services  
P.O. Box 6469  
Corpus Christi, Texas 78466-6469

In your communications, we will need your name and account number (if any), a description of the error or transfer you are unsure about, a clear explanation as to why you believe it is an error or why you need more information, and the dollar amount of the suspected error.

We will determine whether an error occurred 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 forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (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.

### Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account and transfers you make pursuant to American Bank's Privacy Policy disclosure provided to you when the account opened and which is available upon request at [americanbank.com](http://americanbank.com).

### Other Disclosures

**Mastercard® Debit Card Zero Liability Policy.** Under Mastercard's Zero Liability Policy, your liability for unauthorized use of a Debit Card shall not exceed zero dollars (\$0.00) if you have exercised reasonable care in safeguarding your Debit Card from risk of loss or theft and notify us promptly of any unauthorized use.

Notification to us is given when steps have been taken as may be reasonably required in the ordinary course of business to provide us with the pertinent information about the loss, theft, or possible unauthorized use of a Debit Card regardless of whether any particular officer, employee, or agent of the Bank does, in fact, receive the information. Notification must be given promptly, and may be given, at the option of the person giving it, in person, by telephone, or in writing. Notification in writing is considered given at the time of receipt or, whether or not received, at the expiration of the time ordinarily required for transmission, whichever is earlier.

For purposes of the Mastercard Debit Card Zero Liability Policy, "unauthorized use" means the use of a Debit Card by a person other than the cardholder, who does not have actual, implied, or apparent authority for such use, and from which the cardholder receives no benefit.

This Mastercard Debit Card Zero Liability Policy does not apply to Debit Cards issued (i) to an entity other than a natural person; (ii) primarily for business, commercial, or agricultural purposes; or (iii) outside of the U.S. region.