



ELECTRONIC FUNDS TRANSFER YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Funds Transfer Act and Regulation E, adopted by the Federal Reserve Bank guarantees consumers who use electronic funds transfer (EFT) services, certain rights and responsibilities. One requirement of the Act is that banks make certain disclosures at the time a consumer contracts for EFT services or before the first EFT is made. If you use our EFT services, please read this carefully.

For this purpose, "Electronic fund transfer" means any transfer of funds other than a transaction originated by check, draft or similar paper instrument that is initiated through an electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes, but is not limited to, point-of-sale transfers, automated teller machine transfers, direct deposits or withdrawals of funds, and transfers initiated by telephone or through online banking or mobile banking services. It includes all transfers resulting from debit card transactions, including those that do not involve an electronic terminal. Transactions made primarily for purposes other than personal, household, or family are not covered by the terms in this brochure.

DEBIT CARD CUSTOMERS

If you have been issued a Debit Card, it may be used to access your checking account or regular savings account at Commercial Bank of Texas, N.A. (CBTx) owned automatic teller machines (ATMs) or at any other ATM that may participate in the PULSE EFT network or in networks identified on your card.

Debit Card. Each Debit Card issued to you is our property and may be canceled or repossessed by us at any time, with or without cause. You must surrender to us on demand each Debit Card issued to you. If you permit or authorize other persons to use your Debit Card and personal identification number (PIN); you will be liable for the resulting transactions. To guard against anyone making a transaction that you have not authorized, you should take all reasonable precautions to prevent any other person from learning your PIN. You cannot use the Debit Card for financial transactions until it has been activated.

Types of Transactions. You may use your Debit Card with your PIN to:

- Withdraw cash from your accounts.
- Inquire as to the balance of your accounts.
- Make deposits into your accounts.
- Transfer funds among accounts.
- Pay merchants at Point of Sale (POS) terminals.

Some of these services may not be available to you at all ATM or POS terminals. If you have more than one account with us, some of these services may not be available for each account. On each processing day, you may withdraw from ATM machines up to a maximum of \$510 from each account accessed by your Debit Card. Every calendar day is a processing day, except that Saturday, Sunday and Monday are treated as a single processing day. For security reasons, there are other limits on the number and size of transfers or withdrawals you can make using your Debit Card. In all cases, you agree to be responsible for all transfers authorized by you or from which you receive any benefit.

Transactions occurring after 2 p.m. on any business day may be treated as if they had occurred on the next business day. This may also apply to withdrawals, deposits or payments made on a day that is not our business day.

Transaction Receipts. You will get a receipt at the time you make any transfer to or from your accounts using your Debit Card.

Your Liability. Tell us **AT ONCE** if you believe your Debit Card or Personal Identification Number (PIN) 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 have one.) If you tell us within 2 business days, you can lose no more than \$50 if someone uses your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you can 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 statements was mailed to you, you will be liable for up to \$50 of loss that occurs during such 60-day period and 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 periods to a reasonable time.

Reporting Lost Cards or PIN's or Unauthorized Transfers. If you believe your Debit Card 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 below.

Fees. Information regarding service charges for use of your Debit Card is contained in our "Other Fees and Services" schedule. We do not charge for POS transactions or ATMs owned by CBTx.

Notice Regarding ATM Fees by Others: If you use an ATM that is not operated by CBTx, you may be charged a fee by the operator of the machine, by an EFT network, or by CBTx depending on which type of account is being accessed.

Modification of This Agreement; Termination. The terms of this Agreement may be changed by us from time to time by 30 day notice from us to you. We may also revoke your right to use your Debit card at any time. You agree to pay us for any cash withdrawals, service charges, or other items that remain unpaid at the time this Agreement is for any reason terminated.

Applicable Law. This agreement is governed by the laws of the State of Texas. You agree that the venue for any legal action under this agreement will be in Nacogdoches County, Texas.

PREAUTHORIZED CREDIT TRANSFERS

If you have arranged to have a direct deposit made to your account at least every 60 days from the same person or company, you may call to check to see that your deposit has been made or you may access your account online at www.cbtx.com. Since these transactions are done electronically, a notice will **NOT** be mailed to you. You may contact us at the address or telephone number listed below Monday through Friday, except on legal holidays, to find out whether or not the deposit has been made.

GENERAL INFORMATION

Error Resolution Procedures. In Case of Errors or Questions About Your Electronic Transfers: Telephone us or write us at the phone number or address listed below, 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 you the **FIRST** statement on which the problem or error appeared.

- (1) Tell us your name and account number involved.
- (2) Describe the error on 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 tell you the results of our investigation within 10 business days.

We will determine whether an error occurred within 10 business days (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 recredit your account within 10 business days (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 questions in writing and we do not receive it within 10 business days, we may not recredit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after we complete 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.

Your liability in connection with any errors or losses that may occur at a non-proprietary ATM machine is the same as it would be had you used a proprietary machine. You should contact us in the same manner in case of errors or questions about your electronic transfers made at non-proprietary ATM machines as you would with regard to a transfer made at proprietary machines.

Our Business Days. Our business days are Monday through Friday. Bank holidays are not included.

Transaction Limits. Federal regulations limit the number of transfers from your Money Market account or savings account in each statement cycle. You may make up to six (6) transfers, three (3) of which may be to a third party by means of check, draft, or debit card. POS transactions are considered third party transfers by means of a debit card and therefore, count towards the limit of three (3). Cash withdrawals are not included in your six (6) transfers.

Right to Stop Payment. You have the right to stop payment. If you arranged in advance to make regular payments from any of your accounts, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in the time for us to receive your request 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 reasonable fee will be charged for each stop payment order. That fee is listed in our "Personal Schedule of Products and Services". If you stop any pre-authorized payment to another party, we may not make any further payments to that party until you have provided a new authorization or have requested us in writing to resume making those payments.

Contact in Event of Unauthorized Transfer or Error in your Statement: If you believe your Debit Card and/or Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you may contact CBTx by any of the following methods:

- Phone: Monday thru Friday 8:00am - 5:00 pm (936) 715-4100 or (800) 723-7601
After hours and weekends (888) 227-3096
- Fax: Monday thru Friday 8:00am – 5:00pm (936) 715-4355

- Website: www.cbtx.com: Monday thru Friday 8:00am – 5:00pm
- Write us at: Commercial Bank of Texas, N.A.
P.O. Box 635050
Nacogdoches, Texas 75963-5050

*Phone notification must be followed by written confirmation and received by CBTx within 14 business days. Fax and online notification require documentation of receipt.

Periodic Statements. You will receive a monthly statement on each account accessed by electronic transactions. This statement will indicate all electronic transactions deposited to or withdrawn from your account. For savings accounts that have Debit Cards, a monthly statement will be provided; however, if the savings account only has pre-authorized deposits, a quarterly statement will be provided.

Account Information Disclosure. We will not disclose information to third parties about any of your accounts or the transfers you make, except:

- 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 investigate or resolve any errors or alleged unauthorized transfers,
- In accordance with your written permission
- Or as explained in the separate Privacy Disclosure.

Our Liability for Failure to Make Transactions. 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 those damages as may be imposed by law in such cases. 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 the account to make the transfer.
- (2) If the transfer will cause you to exceed the credit limit on your overdraft line.
- (3) If the machine where you are making the withdrawal does not have enough cash.
- (4) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as equipment or power failure or fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in other agreements between us. Please examine all such agreements carefully.

The list of examples alone is meant to illustrate circumstances under which we could not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.