

# TOWN & COUNTRY BANK

## Online Banking Enrollment Form

### CUSTOMER INFORMATION

New User: \_\_\_\_\_ Existing User: \_\_\_\_\_  
Name: \_\_\_\_\_ TIN/SSN: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Name: \_\_\_\_\_ TIN/SSN: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Primary Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### ACCOUNT INFORMATION

#### USER AUTHORIZATION LEVEL

| <u>Account Number</u> | <u>View Only</u> | <u>Transfer In/Out - Full</u> | <u>Transfer In or Out Only</u> |
|-----------------------|------------------|-------------------------------|--------------------------------|
| _____                 | _____            | _____                         | _____                          |
| _____                 | _____            | _____                         | _____                          |
| _____                 | _____            | _____                         | _____                          |

### CUSTOMER SIGNATURE(S)

**Customer Agreement:** By signing below, I hereby:

- Certify that everything I have shared on this application and any attachments is correct and authorize you to keep this application whether or not this request is approved;
- Authorize you to verify any other information in this application as well as answer questions others may ask you about my record with you;
- Agree to be bound to all rules and regulations applicable to my/our deposit account(s) at Town & Country Bank as established and amended by Town & Country Bank which are specifically made applicable to this agreement;
- Agree to pay fees and service charges in accordance with a schedule of charges as established and amended by TOWN & COUNTRY Bank from time to time. Charges shall be automatically deducted from my/our account and Town & Country Bank shall provide me/us notice of such debit(s) monthly;
- Acknowledge that I/we must further agree with and be bound by the "Online Banking Agreement and Disclosure" and "Terms & Conditions" prior to using Town & Country Bank online banking, mobile deposit and bill payment products and services;
- Unless otherwise noted, the meanings of terms as used by this Agreement and in information incorporated herein shall be as defined by the applicable provisions of the Nevada Uniform Commercial Code. The laws of the State of Nevada shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth and agrees to be bound by them.

\_\_\_\_\_  
Signature Date Signature Date

### BANK INFORMATION (TO BE COMPLETED BY BANK)

Net Teller Account Number \_\_\_\_\_ PIN \_\_\_\_\_ Completed By/Date \_\_\_\_\_

Customer Provided User ID & Password \_\_\_\_\_ By/Date \_\_\_\_\_

#### **Prior to opening NetTeller account in Core**

Manager Review: Account Ownership – Signature - Verify no existing NetTeller ID's in Core for customer:

Initials \_\_\_\_\_ Date: \_\_\_\_\_

# TOWN & COUNTRY BANK

## ONLINE BANKING

Thank you for choosing our Online Banking service.

Our Online Banking address is **[www.tcbanknv.com](http://www.tcbanknv.com)**.

You will see an Online Banking Log In button under our logo (top left of page).

Your Login ID is \_\_\_\_\_

Your Temporary Password is \_\_\_\_\_

After you log in for the first time, you will need to change your Password. Your new Password needs to be 8 - 24 characters long, and must contain at least one letter, one number, and one symbol (+ \_ % @ ! \$ \* ~).

You may also change your Login ID, but that is not required. To change your Login ID, go to the Options tab once you are logged into Online Banking and follow the instructions.

Please sign up to use the Password Self Reset feature. This allows you to reset your own password if you lock yourself out of Online Banking. Go to the Options tab and under Modify Personal Settings scroll to the middle section and fill in the Password Reset Question and Password Reset Answer. Click on Submit.

Thank you for banking with TOWN & COUNTRY Bank!

# TOWN & COUNTRY BANK ONLINE BANKING AGREEMENT & DISCLOSURE

Thank you for considering TOWN & COUNTRY Bank's Online Banking. The following Online Banking Agreement and Disclosure governs your use of TOWN & COUNTRY Bank's Online Banking service which includes, without limitation unless otherwise noted in this agreement, Mobile Banking Service. Throughout this web site the Agreement and Disclosure will be referred to as "Agreement". By subscribing to or using Online Banking, you agree to all of the terms of the Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

## Definitions

Customer, You or Your — The person(s) subscribing to or using Online Banking.

Bank, We, Us, or Our — Refers to TOWN & COUNTRY Bank.

WED — Web Enabled Device.

Business Day — Any calendar day other than Saturday, Sunday, or Bank holidays.

Business Day Cut-Off — TOWN & COUNTRY Bank's business day is based on the Pacific Time Zone. For posting purposes, the Bank will process all payments scheduled by 12:00 PM on that business date. Payments scheduled after 12:00 PM, will be processed on the following business day. Transfers between TOWN & COUNTRY Bank accounts scheduled by 4:00 PM on a business day will be completed on that business date. Transfers scheduled after 4:00 PM, will be processed on the following business day. If you designate a non-business date (see Business Day definition above) as a payment's or transfer's processing date, the payment will be processed on the first business day following the designated processing date.

## Privacy Statement

TOWN & COUNTRY Bank understands how important privacy is to our customers. Our customer privacy statement can be obtained by clicking on the following link — **Privacy Statement** or requesting a copy from any personnel.

## About Online Banking

TOWN & COUNTRY Bank's online banking consists of a web site that provides a complete array of financial services to its customers. You may use a WED through an Internet connection to:

- Account Inquiries and Balances
- Obtain Transaction Information
- Obtain Account Statements for the past 12 months (from enrollment date)
- Transfer Money between Your Accounts\*

For customers choosing to add Bill Payment, the following additional functions are available on your designated bill payment checking account:

- One-Time or Occasional Payments
- Fixed and Variable Recurring Payments
- Person-to-Person Payments
- Third Party Payments
- Electronically Scheduled Payments

**\*Transfers from your Savings and Money Market accounts are considered pre-authorized transfers and are limited to six (6) per monthly statement cycle by federal regulations.**

## Internet and Log-On Security

Each individual who has access to Online Banking, including each individual named on joint accounts, must use a Bank provided User ID and Password. Online Banking user ID's are between 4 and 24 characters consisting of 1 or more letters, numbers are allowed. The following special characters may be used: + \_ % @ ! \$ & \* ~. Passwords are between 8 and 24 characters and include any combination of numbers, letters and special characters. The following special characters may be used: + \_ % @ ! \$ & \* ~.

## Mobile Banking

To become a Mobile Banking user you first need to be an Online Banking customer. Once you are logged in at our online banking site you can activate mobile banking by completing the mobile banking registration process. See [www.tcbanknv.com](http://www.tcbanknv.com) website for more details.

## Accounts

You may request to access any account of which you are an authorized signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover transactions and fees that are approved by or related to the system. Collected funds must be available for distribution from your account as of the close of the business day prior to the transaction date.

Fees for services shall be payable in accordance with the Schedule of Fees as established and amended by the Bank from time to time. Charges shall be automatically deducted from your account and the Bank shall provide monthly notice of such debits on your statement. You understand ANY ONE USER can initiate transactions (including funds transfers or bill pay transactions) from any of your accounts using the services regardless of whether the user is an authorized signer on those accounts and regardless of whether any of the accounts normally require two or more signatures or have other restrictions. You are agreeing that we may consider all such transactions or transfers as having been authorized by you.

## Balance Inquiries, Bill Payments and Transfers Limitations

You may use Online Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Savings or Money Market accounts during a given monthly statement cycle. There are no limits to the number of transfers or bill payments from your checking accounts. Payments are posted against your balance available for withdrawal as defined in the Bank's Funds Availability Policy plus the available credit on your overdraft protection, if any, or other line of credit.

You may schedule payments to be initiated on the current business day, on a future date, or on the same day of each month, subject to the restrictions in the Agreement. Although you can enter payment information through Online Banking twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods, payments will only be initiated on business days. Funds will be deducted from your account on the business day on which a payment is initiated for electronic payments or for payments made by check, when the check clears the account. This date is referred to in the Agreement as the Transaction Date. Payees generally will not receive payment on the transaction date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment as described in this Agreement. To provide sufficient time for payments to be received by your payees, the transaction date should be prior to the date your payment is due, excluding any applicable grace periods. We recommend the transaction date be at least seven (7) business days prior to the date the payment is due. It is helpful if you allow additional time for a payment to be completed the first time you send a payment to a new payee.

If you select the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as the day of the month for processing a recurring payment and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. Also, by selecting the "Pay Before" or "Pay After" option, you determine if a recurring payment will be made the first business day before, or after, the originally-scheduled processing date, if that should fall on a non-business day.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through Bill Pay. You may pay any payee within the United States, including U.S. territories and APO's/AEO's. For each payee, you will need a complete address, telephone number, and your account number. We reserve the right to decline to make payments to certain persons and entities. Recurring payments are those made for the same amount on a weekly, bi-monthly, monthly, etc., basis until the expiration date entered by you or when you stop or cancel the service.

You may cancel a payment until 12:00 PM on the business day your payment is scheduled to be initiated (transaction date). There is no fee for canceling a payment online. Other requests will need to be made at least one (1) day prior to the scheduled payment date in person or via phone at (702) 252-8777.

DO NOT SEND NOTIFICATION OF LOST OR STOLEN USER IDs, PASSWORDS, OR UNAUTHORIZED TRANSACTIONS VIA UNSECURE EMAIL.

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

See **Disclosure of Account Information to Third Parties** within **ELECTRONIC FUND TRANSFER** section of this disclosure.

### **ADDITIONAL ONLINE BANKING TERMS**

#### **Termination**

You may terminate your access to Online Banking by calling us at (702) 252-8777, by mail, or personal delivery at TOWN & COUNTRY Bank. If notification is received by phone, we will send a written termination authorization to be returned to us with your signature. To avoid the imposition of the next monthly fee (if applicable), written authorization to terminate will need to be received at least three (3) business days prior to the service charge being accessed. RECURRING TRANSFERS MAY NOT NECESSARILY BE DISCONTINUED UPON TERMINATION OF YOUR ACCESS. TO MAKE SURE RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, PLEASE CONTACT US AT (702) 252-8777. You remain obligated for any payments made by us on your behalf.

If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate. We reserve the right to terminate access to our website and any or all Services, in whole or in part, at any time, with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers or payments, including recurring transfers or payments and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend access to our web site and any or all Services in situations we deem appropriate, in our sole and absolute discretion, including when we believe a system security breach has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Terminating the Services does not affect your or our rights or obligations under these terms and disclosures with respect to occurrences before termination.

#### **Governing Law**

This agreement and all transactions hereunder shall be governed by the laws of the State of Nevada.

#### **Assignment**

You may not transfer, assign or delegate you right or duties under this Agreement.

#### **Authorization to Obtain Information**

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree we may obtain information regarding your payee accounts to facilitate proper handling and crediting of your payments.

#### **Statements**

All payments, transfers, and/or fee will appear on your monthly Account Statement. The payee name, payment amount, and date of payment will be shown for each payment made through Online Banking during the month.

#### **Equipment**

You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible for the cost of upgrading your equipment to stay current with the Service nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

### **Notice of your Rights and Liabilities and Security**

The security of your transactions is important to us. Use of the services may therefore require a PIN or password. If you lose or forget your PIN or password, please call (702) 252-8777 during normal business hours on a business day as previously defined. We may accept as authentic any instructions given to us through the use of your PIN or password. You agree to keep your PIN or password secret and to notify us immediately if they are lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Service. Online Banking enables you to change your password; we may require you to do so regularly.

Please note that we reserve the right to:

- Monitor, audit and/or record all communications and activity related to the Services
- Require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification from you)

You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction. If any unauthorized use of your PIN or password occurs you agree to:

- Cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator
- Provide reasonable assistance requested by us in recovering any unauthorized transfer of funds

By accessing the Services, you acknowledge that you will be entering a protected web site owned by TOWN & COUNTRY Bank which may be used only for authorized purposes. Unauthorized attempts to upload information and/or change information on the Bank web sites are strictly prohibited and are subject to prosecution under the computer Fraud and Abuse Act of 1986.

### **Limitation of Liability**

In no event shall we be liable for any damages whatsoever which arise out of or related to:

- Your use or access to (or inability to use or access) Online Banking or any resources accessible through the Services.
- Your reliance on any information provided via our web site.
- Any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission.
- The money in your account is subject to a legal process or other encumbrances restricting availability.
- The payee mishandles or delays handling payment sent by us.
- Errors in a payee's address, account number or other information provided to us by you.
- Late fees or other similar charges are imposed by the payee and incurred by you.
- Damages arise from unauthorized access to any of the Services

We shall have no liability for direct, special, incidental, indirect, consequential or exemplary damages loss or injury, regardless of whether such damages are caused by: the Service, failure to complete a transaction for any reason, or arising from the installation, operation or maintenance of your WED resulting in lost profits, business interruption, or loss of programs or data on your computer system, regardless of whether we were advised of the possibility thereof. We do not guarantee the security, privacy or integrity of information that you may transmit to us or receive from us over the internet.

If you are dissatisfied with any aspect of our site or the services available via our web site, your sole and exclusive remedy is to discontinue access.

### **Indemnity**

Except as otherwise provided herein, you are solely responsible for the results of your use of the Services. In consideration of being allowed access to the Services you agree to indemnify and hold us harmless for any losses or damages resulting from the use of the Services, to the extent allowed by applicable law.

### **Amendments**

Terms and conditions of this Agreement may be amended in whole or part at any time within 30 days written and/or electronic notification prior to the change taking effect. We do not need to provide prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account, does not result in higher fees, is more restrictive to using the Service, or increases the liability to you. However, even in these cases, if the change is made permanent, we will provide you with a notice of the changes with your next regularly scheduled periodic statement, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our checking or savings account records.

## **MOBILE DEPOSIT USER AGREEMENT**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of TOWN & COUNTRY Bank's Mobile Deposit Check Deposit services that TOWN & COUNTRY Bank ("Bank", "us," or "we") may provide to you ("you," or "User"). Other agreement(s) you have entered into with us, including the Online Banking Agreement and Disclosure, as applicable to your TOWN & COUNTRY Bank account(s), are incorporated by reference and made a part of this Agreement.

### **Services**

The Mobile Remote Deposit Capture Services ("Services") are designed to allow you to make deposits to your checking, savings, or money market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Bank's designated processor.

### **Acceptance of Terms**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after we have made the change. Your acceptance of the revised terms and conditions along with the continued use of the

Services will indicate your consent to be bound by the revised Agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

### **Eligibility**

To enroll in this service, you will need to be a designated owner of an account with TOWN & COUNTRY Bank that is eligible for this Service and be approved by the Bank.

### **Limitations of Service**

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

### **Hardware and Software**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by TOWN & COUNTRY Bank from time to time. We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

### **Fees**

Fees for Services shall be payable in accordance with the Schedule of Fees as established and amended by the Bank from time to time. Charges shall be automatically deducted from your account. Notice of any fees or charges shall be provided to you monthly on your statement. You are responsible for any wireless service provider charge(s) and any fees and charges that you may incur by accessing and using the Services.

### **Eligible Items**

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentation and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front or back of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your TOWN & COUNTRY Bank account
- Checks payable on sight or payable through Drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- U.S. Savings Bonds issued by the U.S. Treasury Department
- Checks that exceed your Services deposit limit.

### **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as "For deposit only, account # \_\_\_\_\_" followed by your signature(s) or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time.

### **Receipt of Items**

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

### **Business Day and Availability of Funds**

You understand and agree that for purposes of deposits made using the Services the place of deposit is Las Vegas, Nevada.

- In general, if an image of an item you transmit through the Service is received and accepted before 4:00 pm Pacific Time on a business day that we are open, we consider that day to be the day of your deposit. Deposits made after 4:00 pm or on a day that we are not open will be processed the next business day we are open. Our business days are Monday through Friday, except bank holidays.

Funds deposited through the Services may not be immediately available to you. Funds deposited using the Services will generally be made available in three business days from the date of deposit. We may make such funds available sooner based on such factors as length and extent of your relationship, transaction and experience information, and such factors as the Bank, in its sole discretion, deems relevant.

Check holds or unavailability of the Services may cause further delays in availability of funds. Checks deposited via the service do not fall under the regulatory provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply to these deposited items.

### **Disposal of Transmitted Items**

Upon your receipt of a confirmation from TOWN & COUNTRY Bank that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "Electronically Presented" or "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

### **Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000.00 per business day for consumer (personal) accounts and \$2,500.00 per business day for commercial (business) accounts. In addition, the current monthly dollar limit is \$5,000.00 for consumer accounts and \$10,000.00 for commercial accounts. The current monthly check item count limit is 25 for consumer accounts and 50 for commercial accounts. We reserve the right to set lower or higher deposit limits at our sole discretion for each User on a case-by-case basis.

### **Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be our sole discretion subject to the Terms and Conditions governing your account.

### **Errors**

You agree to notify TOWN & COUNTRY Bank at (702) 252-8777 or write us at TOWN & COUNTRY Bank, 8620 W Tropicana Ave., Las Vegas, NV 89147 for any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable bank account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

### **Errors in Transmission**

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

### **Image Quality**

The image of an item transmitted to us using the Services must be legible, as determined in the sole discretion of TOWN & COUNTRY Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

### **User Warranties and Indemnification**

You warrant to TOWN & COUNTRY Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

### **Termination**

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the Terms and Conditions or any other agreement with us.

### **Enforceability**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **Ownership & License**

You agree that the bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any purpose which would be contrary to the Bank's business interest, or (ii) to the Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

## **Disclaimer of Warranties**

You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

## **LIMITATION OF LIABILITY**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we has been informed of the possibility thereof.

## **ELECTRONIC FUND TRANSFER**

### **YOUR RIGHTS AND RESPONSIBILITIES – FOR CONSUMERS ONLY**

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

### **Types of Transfers, Frequency and Dollar Limitations**

#### **1. Direct Deposits and Preauthorized Withdrawals:**

- Preauthorized Credits. You may make arrangements for certain direct deposits to be accepted into your checking, money market, or savings account(s).
- Preauthorized Withdrawals. You may make arrangements to pay certain recurring bills from your checking, savings or money market account(s).

#### **2. ATM Transfers: You may access your account(s) by ATM using your ATM card or VISA® Debit Card and personal identification number (PIN) to:**

- Make deposits to checking or savings accounts
- Get cash withdrawals from checking or savings account(s)
- You may withdraw no more than \$500 per day from your savings account from ATM(s)
- You may withdraw no more than \$500 per day from your checking account from ATM(s)
- Transfer funds between savings and checking account(s)
- Get information about the account balance of your checking or savings account(s)

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

#### **3. Point-Of-Sale Transactions:**

- Using Your VISA® Debit Card:
- You may access your checking account to purchase goods (in person, by phone, or by computer) pay for services (in person, by phone, or by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card that a participating merchant will accept with a credit card.
- The amount you may transact per day may not exceed your agreed upon limit.

#### **4. Electronic Checks:**

- You may access your account(s) to purchase goods, pay for services, or get cash where a check (whether blank, partially completed or fully completed and signed) is presented at a Point-of-Sale terminal or is mailed to a merchant or other payee or lockbox and later converted to an Electronic Funds transfer.
- Electronic check transactions are allowed to post to your checking account(s).

#### **5. 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 a 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.

#### **6. Internet/Online & Mobile (cell phone) Banking Services: You may access your account(s) by computer at [www.tcbanknv.com](http://www.tcbanknv.com) and using your User ID, Password and Challenge Question response(s) to:**



- Transfer funds between savings and checking account(s)
  - Get balance information and/or transaction history on your checking, money market, savings, certificates of deposit, loans
  - Pay bills
  - Make payments from checking or savings account(s) to loan account(s) with us
- Please also see Limitations of Frequency of Transfers section regarding limitations that apply to Point-of-Sale transactions.

#### **Limitations of Frequency of Transfers**

In addition to those limitations on transfers elsewhere described, transfers from a money market account or savings account to another account or to a third parties by preauthorized, automatic, or telephone transfer are limited to six (6) per statement cycle.

#### **Charges for Electronic Fund Transfers**

We do not charge for direct deposits to any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers. Refer to the [Schedule of Fees](#) section for other fee information.

#### **Notice regarding ATM fees by others:**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or by the automated transfer network (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### **Right to Documentation**

#### **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. 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 (702) 252-8777 to find out whether or not the deposit has been made.

#### **Periodic Statements:**

You will get a monthly account statement for all accounts except in the following instances: You will get a monthly statement for your savings accounts unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

### **Stop Payment Procedures and Notice of Varying Amounts**

#### **Right to Stop Payment and Procedures 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's how:

- Call or write us at the telephone number or address listed in this disclosure in 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. We charge \$20.00 for each stop payment.

#### **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 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Our 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:

- 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 any).
- If the automated teller machine or merchant 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 when you started the transfer.
- 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.

#### **Limits on Liability for your VISA® Debit Card when used for Point-of-Sale Transactions**

Unless you have been grossly negligent or have engaged in fraud, you will not be held liable for any unauthorized transactions using your lost or stolen VISA® branded card. This additional liability does not apply to ATM transactions using your Personal Identification Number (PIN) which are not processed by VISA® or Interlink, or to commercial cards.

#### **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, clearinghouse or merchant;
- In order to comply with a government agency or court orders such as: a garnishment, levy or subpoena;
- To our employees, service providers, auditors, collection agents, affiliated companies, regulators, or attorneys in the course of their duties and to the extent allowed by law;
- If you give us written permission.

**Unauthorized Transfers**

Tell us AT ONCE if you believe your User ID, Password, Picture Image and/or Challenge Question responses, card, code and/or PIN have been lost or stolen, or if you believe that an electronic funds 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 two business days, you can lose no more than \$50 if someone used your card, code, PIN, User ID, Password, Picture Image or Challenge Question responses, without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card, code, PIN, User ID, Password, Picture Image or Challenge Question responses, and we can prove we could have stopped someone from using your card, PIN, User ID, Password, Picture Image or Challenge Question responses without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers or payments that you did not make, including those made by card, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or provided to you electronically, you may not get back any money you lost after the 60 days if we can prove that we could have prevented 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.

If you believe your card, code, PIN, User ID, Password, Picture Image or Challenge Question responses have 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.

**Error Resolution**

In cases 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 or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number
3. Access ID (if applicable)
4. Description of the error you are unsure about, and an explanation, as clearly as you can, of why you believe it is an error or why you need more information.
5. Tell us the dollar amount of the suspected error.

For Bill Pay errors, notify us and include the following information:

- Checking account number used to pay the bill
- Payee name
- Date the payment sent
- Payment amount
- Payee account number for the payment in question.

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 (20 business days if your account is within 30 days after the first deposit to the 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 point-of-sale transaction, a foreign-initiated transfer or is within 30 days after the first deposit to the account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account is within 30 days after the first deposit to the 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.

We will tell you the results within 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 we used in our investigation.

**Special Error Resolution Procedures for your VISA® Debit Card when used for Point-of-Sale Transactions**

In case of errors or questions about point-of-sale transactions using your VISA® branded card, call or write us at the address listed in this disclosure. We will tell you the results of our investigation within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days (if the transfer involved a point-of-sale transaction) to investigate your complaint or question. If we decide to do this, we will credit your account within 5 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. 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.

**TOWN & COUNTRY Bank**  
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**Phone: (702) 252-8777**  
**www.tcbanknv.com**

Business days are Monday through Friday, excluding Bank holidays.

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