



800 438-2265, Ext. 2527

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may apply to your account. This disclosure tells you your rights and obligations for the transactions listed. This policy applies to "consumer" accounts. Consumer accounts are accounts opened by a natural person, not corporations, partnerships, or legal entities. You should keep this notice for future reference.

Types of Transactions

Pre-authorized Credits - You may make certain direct deposits into your checking and savings accounts.

Pre-authorized Payments - You may schedule certain recurring bills to pay from your checking and savings accounts.

TeleBanc Transactions - You may access your account(s) by telephone using your personal identification number (PIN), touch tone phone and account number(s) to:

- transfer funds from checking to checking and savings
- transfer funds from savings to checking and savings
- transfer funds from equity loans to checking and savings
- make payments from checking to line of credit, mortgage loans and equity loans
- make payments from savings to line of credit, mortgage loans and equity loans
- get balance information about checking, savings, line of credit, mortgage loans and equity loans
- get transaction history about checking, savings, line of credit, mortgage loans and equity loans

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

- (800)964-0284 (24 Hours)

ATM Card transactions - You may access your account(s) by ATM at Star, Cirrus, Plus, Mastercard, or Visa network terminals using your ATM Card and personal identification number (PIN) to:

- deposit funds to checking and savings
- withdraw cash from checking and savings
- transfer funds from checking to checking and savings
- transfer funds from savings to checking and savings
- get balance information about checking and savings

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

Visa Check Card ATM transactions - You may access your account(s) by ATM at Star, Cirrus, Plus, Mastercard, or Visa network terminals using your Visa Check Card and personal identification number (PIN) to:

- deposit funds to checking and savings
- withdraw cash from checking and savings
- transfer funds from checking to checking and savings
- transfer funds from savings to checking and savings
- get balance information about checking and savings

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

Visa Check Card point-of-sale transactions - You may access your checking and savings account(s) by debit card to:

- purchase goods in person or by phone
- pay for services in person or by phone.
- get cash from a participating merchant or financial institution
- do any transaction that can be made with a credit card

Macon eCom transactions - You may access your account(s) by computer using your personal identification number (PIN) to:

- transfer funds from checking to checking and savings
- transfer funds from savings to checking and saving
- make payments from checking to line of credit, mortgage loans and equity loans
- make payments from savings to line of credit, mortgage loans and equity loans
- get balance information about checking, savings, line of credit, mortgage loans and equity loans
- get transaction history about checking, savings, line of credit, mortgage loans and equity loans

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 Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can typically 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 transfers.

Limits and fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Pre-authorized Payments:

- We will charge you a fee for each stop payment order you give

ATM transaction limits using ATM Card:

- You are limited to one offline transaction per day. There is no limit to the number of online ATM transactions.
- Deposit capability not available in all locations.
- You may make no more than \$620.00 online transactions (\$210.00 offline) from your account(s) per day through an ATM machine.

ATM transaction limits using Visa Check Card:

- \$450.00 per day cash withdrawal at ATMs
- You may withdraw no more than \$2,000.00 per account per day by ATM transactions

Point-of-sale (debit card) transactions:

- You may make no more than \$1,000.00 in point-of-sale transactions per day.

Miscellaneous:

- Per month Visa Check Card fee - (charge waived on Pinnacle and Prime 49 accounts)
- Overdraft Fee
- Overdraft Fee on ETA is limited to \$10 per day
- 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.

Limitations on frequency of transfers - In addition to any limitations described elsewhere, the following limitations apply to our savings and/or money market deposit accounts:

- During any statement period, you may not make more than six withdrawals or transfers to another account of yours or a third party by means of a preauthorized or automatic transfer or telephone order or instruction. No more than three of six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

Except as indicated elsewhere, we do not charge for or limit these electronic fund transfers.

Documentation

Terminal transfers - You will get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale transactions.

Pre-authorized 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:

- the person or company making the deposit will tell you every time they send us the money.

- you can call us at (800)964-0284 to find out whether or not the deposit has been made.

Periodic statements:

- You will get a monthly account statement from us for your checking account(s).
- You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. No separate deposit receipts will be mailed.

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 also require that you 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 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 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 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 when 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.
- (4) 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) if you give us written permission.

Unauthorized Transfers

(a) Consumer Liability

(1) 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 2 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 Limits on Liability for VISA®-branded card, when used for point-of-sale transactions. 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-branded card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA¹®, or to commercial cards.

(3) Contact in the event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

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 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 (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. 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 completing the 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:

Macon Bank
One Center Court
Franklin, NC 28744-1499

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday

Holidays are not included. Saturday banking is available only at selected locations.

PHONE: (800)438-2265 x2527 or (828)524-7000 x2527
