



Debit Card Application

APPLICANT

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Home Phone: _____ Emergency Phone: _____

Daytime Phone: _____

Social Security Number: _____

Date of Birth: _____ Driver's License Number: _____

Employer: _____

ACCOUNTS

Checking Account Number: _____

Savings Account Number: _____

SIGNATURES: The undersigned agrees that all information is accurate and authorize the financial institution to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. If this application is for a joint account, I understand that each signer will be liable for the full amount of all withdrawals.

I understand that if approved, cards will be mailed to the address listed on my FNB checking account. Also, I have read the Electronic Funds Agreement and Disclosure provided to me concerning the use of my card and understand that by signing my name below, I am agreeing to its terms.

Applicant's Signature: _____

Date: _____

Please bring completed application to your nearest FNB office or mail to:

FNB Bank
 Attn: Bookkeeping
 P.O. Box 130
 Scottsboro, AL 35768

FOR INTERNAL USE

Date Received: _____ Referred By: _____

Approved: Yes No By: _____

Debit Card Number: _____

Processed By: _____

Electronic Funds Transfer Agreement and Disclosure ("Agreement")



Keep for Your Files

You have requested FNB BANK ("Bank") to allow certain Electronic Funds Transfers on your account(s) with Bank as designated below and permit you to have access to an electronic funds transfer system. The following provisions govern the use and delivery of such Electronic Funds Transfers and give you certain disclosures required by the Electronic Funds Transfer Act and its implementing regulation. Regulation E:

The purpose of this Agreement is to acquaint you with Electronic Funds Transfer services offered by the Bank and to make certain disclosures, as required by law. Some of these services may not apply to your particular account(s). This Agreement explains your rights and responsibilities for such services. PLEASE KEEP THIS DISCLOSURE FOR YOUR RECORDS.

An "Electronic Funds Transfer" (herein also called "transfer") is any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic storage device (i.e. tape, disk, etc.) for the purpose of ordering, instructing or authorizing Bank to debit (withdrawal funds) or credit (deposit funds) to your account(s). An "Electronic Funds Transfer" includes, but is not limited to, the following types of transactions: direct deposits and withdrawal of funds (including ACH transfers); automated teller machine (ATM) transactions; point-of-sale transactions; and transfers and bill payments initiated by telephone, computer, and other electronic devices. With the exception of debit card transactions which may generate paper drafts, and electronic check conversion transactions which convert a paper instrument into an Electronic Funds Transfer, the Electronic Funds Transfer Act and Regulation E do not apply to transactions by check, draft or similar paper instrument.

- 1. RESPONSIBILITY FOR ELECTRONIC FUNDS TRANSFERS:** You are responsible for all authorized Electronic Funds Transfers that occur on your account(s). You authorize Bank to charge your account(s) for all Electronic Funds Transfers by whatever authorized method.
- 2. ACCESS DEVICES:** You agree that all access devices {including but not limited to, any ATM and debit card(s) issued to allow you to perform Electronic Funds Transfers on your account(s) will, at all times, remain the property of the Bank, and that you will return all such access devices issued to you immediately upon the Bank's request. You also agree to notify the Bank immediately if an access device is lost or stolen.
- 3. PERSONAL IDENTIFICATION NUMBERS/SECURITY PROCEDURES:** The Bank may assign and issue to you a personal identification number {"PIN"}, which will be used to identify you as an authorized user of Electronic Funds Transfer services. The PIN is used for identification and secrecy of your PIN should be maintained at all times. You agree to protect your PIN from loss, theft or unauthorized use and also agree not to reveal your PIN to any unauthorized person, not to write the PIN on any access device (or any other item kept with any access device) and to notify the Bank immediately if the secrecy of your PIN is compromised in any way. If there are other parties who are authorized to sign on your account(s), you hereby authorize them to use your PIN. You acknowledge that you have examined these security procedures and agree that these security procedures provide adequate protection to prevent unauthorized transactions and that the procedures are commercially reasonable. The Bank reserves the right to mend these security procedures from time to time, with or without notice to you.
- 4. BANKS RIGHT TO PROOF AND VERIFY:** Bank reserves the right to proof and verify all deposits, payments and transfers by means of an Electronic Funds Transfer. All deposits made by electronic means are subject to the cutoff time established by the Bank, and if made after such cutoff time, will be credited as of the following business day.
- 5. ACCOUNT AGREEMENTS / AMENDMENTS AND MODIFICATIONS:** All Electronic Funds Transfers are subject to the account agreement with the Bank for the account through which Electronic Funds Transfers are processed. However, in the event of a conflict with the terms and conditions of such account agreement with this Agreement, the terms and conditions of this Agreement will control. This Agreement and such account agreements may be amended or agreed to by you. In the event a written notice is mailed to you, it shall be mailed to you at your last known address as shown on the Bank's records.
- 6. TRANSACTION APPROVAL:** The Bank, in its sole discretion, can refuse to allow you to use an access device (regardless of amount) on your account(s) (whether for ATM withdrawal, purchases, payments, cash advances, or otherwise exceeds your authorization limit which we may set for your account(s)) and the Bank does not have to notify you in advance.
- 7. TERMINATION:** The Bank may terminate this Agreement at any time, regardless of whether it also terminates and closes your underlying account(s).
- 8. GOVERNING LAW:** This Agreement shall be governed by the laws in the State of Alabama and applicable federal laws and regulations.
- 9. SEVERABILITY:** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

- 10. WAIVER:** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you, the customer, shall bind the Bank to waive that same term, condition or obligation again, nor shall any other term, condition, or obligation be affected by such waiver.
- 11. BINDING EFFECT:** This Agreement shall inure to the benefit of and be binding upon the legal representatives, heirs, successors, assigns and agents of the parties hereto, as applicable.
- 12. EFFECT OF HEADINGS:** Headings used in this Agreement are for reference only, do not form part of this Agreement, and shall not in any way affect the interpretation of this Agreement.
- 13. ASSIGNMENT:** You may not assign this Agreement to any other party. The Bank may assign this Agreement or delegate any or all of the Bank's rights and responsibilities under this Agreement or delegate any or all of the Bank's rights and responsibilities under this Agreement to any third party.

I. CONSUMER LIABILITY. Tell us AT ONCE if you believe your ATM and/or Debit card or PIN has been lost or stolen, or if you believe that an Electronic Fund 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 (2) business days after you learn of the loss or theft of your ATM and/or Debit card or PIN, you can lose no more than \$50 if someone used your ATM and/or Debit card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM and/or Debit card or PIN, and we can prove we could have stopped someone from using your ATM and/or Debit card or PIN 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 ATM and/or Debit card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 hospital stay) kept you from telling us, we will extend the time periods.

II. REPORTING LOST CARDS, PINS OR UNAUTHORIZED TRANSFERS. If you believe your ATM and/or Debit card or PIN has been lost or stolen, call or write us at the telephone number or address referenced below. You should also call the number or write to the address reference below if you believe a transfer has been made using the information from your check without your permission.

FNB BANK
P.O. Box 130
Scottsboro, AL 35768
(256) 259-6000

III. BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday. Holidays are excluded.

IV. TRANSFER TYPES AND LIMITATIONS.

A. Account Access

You may use your card or PIN to:

- 1) Withdraw cash from your checking or savings account.
- 2) Transfer funds between your checking and savings accounts upon request.
- 3) Make account balance inquiries to your checking or savings account.
- 4) Pay for purchases at places that agree to accept your card.
- 5) Pay bills directly by telephone or Internet from your checking or savings account in the amounts and on the days you request.
- 6) Make loan payments from your checking or savings account.

Some of these services may not be available at all terminals

2. Your check can result in an Electronic Transfer in several ways. For example:

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may authorize a merchant or other payee to initiate an Electronic Funds Transfer to collect a charge in the event a check is returned for insufficient funds. Your authorization to convert a check to an Electronic Fund Transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt).

B. Limitations on Frequency and Dollar Amounts of Transfers.

There are no limits on the number of times you may use any FNB Automatic Teller Machine. You may withdraw a maximum of

\$305 in cash per day. You may withdraw a maximum of \$1,510 in cash per day if you are a designated "First Rate" customer. Limits are contingent on funds availability.

There are no daily restrictions regarding the number of times you may use POS transfer services. You may only purchase up to \$9,999, based on funds availability, worth of goods and/or services each day on each FNB BANK card. In the event systems are offline, only \$1,500 worth of goods and/or services may be purchased each day using each FNB BANK card.

- C. Regulatory Limitations. Federal regulations limit the number of preauthorized, automatic or telephone transfers that we may process each month on savings and money market deposit accounts. With the exception of loan payments to us, you may not make more than six (6) preauthorized, automatic and telephone transfers (including telephone banking, internet banking and bill pay, telephone bill pay, and PC banking payments and transfers) each month from an Account which is classified as a savings or money market deposit account. If you exceed, or attempt to exceed these transfer limits, the excess transfer requests may be refused or reversed by us, and we may reclassify or close your Account. We appreciate your help in observing these limits.
- D. No transfer may exceed the collected balance of funds available in the account from which a transfer is made, including any funds available through any type of overdraft protection arrangement, if any, that you have established with the Bank. If a transfer would exceed the funds available in the account from which a transfer is made, the Bank will not be required to honor the transfer request. However, if the Bank elects, in the Bank's sole discretion, to make a transfer, which exceeds the funds available in such account, such transfer will be subject to the Bank's current fee for non-sufficient funds processing.

V. FEES. Your account(s) will be charged for Electronic Funds Transfers involving those accounts according to that certain Schedule of Fees included in other documentation furnished to you along with this disclosure. INTERNATIONAL TRANSACTIONS: You may be charged a Cross-border Transaction Fee for debit card transactions that are made outside the United States or for transactions made with a debit card issued outside of the United States. NOTICE: When you use an ATM not owned by us you may be charged a fee by the ATM operator or network and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

VI. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. 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 your written permission.

VII. DOCUMENTATION OF ELECTRONIC FUNDS TRANSFERS.

- A. Terminal Transfers. You can get a receipt at any time you make any transfer to or from your account using one of our Automated Teller Machines. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.
- B. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (256) 574-7317 to find out whether or not the deposit has been made.
- C. Periodic Statement. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least Quarterly.
- D. Passbook Accounts. If the only possible electronic fund transfers are preauthorized credits to a passbook account, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

VIII. PREAUTHORIZED PAYMENTS.

- A. 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 by calling or writing us at the telephone number or address referenced in Section X of this disclosure in time for us to receive your request three (3) business days or more before a 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 fourteen (14) days after you call. We will charge you according to the Schedule of Fees provided to you earlier in other documentation furnished when you opened your account(s) for each stop payment order you give.
- B. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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.

- C. Liability for Failure to Stop Payment. If you order us to stop one of these payments three (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.

IX. BANK'S 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 damage. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft protection line.
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 account agreement with you.

X. ERROR RESOLUTION PROCEDURES. In case of errors or questions about your electronic transfers, telephone us at (256) 574-7317 or write us at P.O. Box 130 Scottsboro, AL 35768 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number
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 ten (10) business days.

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. If we ask to put your complaint or question in writing and we do not receive it within ten (10) business days, 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 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.