

#### 10. BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

#### 11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.

Telephone us or write to us at:

PennCrest BANK  
1201 12<sup>th</sup> Street  
Altoona, PA 16601  
888-716-7587

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction 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. You must do the following:

- a. Tell us your name, your account number and CARD number,
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. 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, for most errors we may take up to 45 days to investigate your complaint or question. If you believe that the error was the result of a foreign initiated transfer or purchase transaction (point of sale), or if you have not been an accountholder with us for more than 30 days, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, unless you have not been an accountholder for at least 30 days, in which case we will credit your account within 20 business days for the amount that 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 three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### 12. DISCLOSURE OF ACCOUNT INFORMATION.

We will disclose information about your account or the transactions you make to third parties:

- a. where it is necessary to complete transactions;
- b. to verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- c. in accordance with your written permission;
- d. in order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and/or
- e. on receipt of certification from a federal agency or department that a request for information is in compliance

with the Right to Financial Privacy Act of 1978 and the Gramm-Leach-Bliley Act of 1999.

#### 13. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER TRANSACTION.

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- a. there are insufficient funds in your account to complete the transaction through no fault of ours;
- b. the funds in your account are unavailable;
- c. the funds in your account are subject to legal process;
- d. the transaction you request would exceed the funds in your account plus any available overdraft credit;
- e. the ATM has insufficient cash to complete the transaction;
- f. your card has been reported lost or stolen and you are using the reported card;
- g. we have reason to believe that the transaction requested is unauthorized;
- h. the failure is due to an equipment breakdown which you knew about when you started the transaction at the ATM, or Merchant terminal;
- i. the failure was caused by an act of God, a war, a fire or other catastrophe, or by an electrical or a computer failure or by another cause beyond our control;
- j. you attempt to complete a transaction at an ATM, or Merchant terminal which is not a permissible transaction listed above;
- k. the transaction would exceed security limitations on the use of your CARD.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.



## ATM /VISA CHECK CARD DISCLOSURE STATEMENT



1201 12<sup>th</sup> Street  
Altoona, PA 16601  
888-716-7587

PennCrestBANK.com



# ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to inform the Cardholder (herein referred to as "you" or your") of certain rights which you have under the Electronic Fund Transfer Act.

## 1. ATM SERVICES.

You may use your ATM or VISA® CHECK CARD, (herein referred to as "CARD"), with your Personal Identification Number ("PIN") at ATMs located throughout the United States to conduct any of the following transactions for each of the accounts you have requested to be accessed by your CARD:

- Withdraw cash from your Checking or Statement Savings account(s).
- Transfer funds between your Checking and Statement Savings account(s).
- Obtain the available balance from your Checking or Statement Savings account(s).

Some ATMs may only provide access to the accounts you have designated as your primary Checking or Savings account.

## 2. PLUS SYSTEM® SERVICES.

You may use the CARD with your PIN at any PLUS SYSTEM automated teller machine ("PLUS SYSTEM ATM") located throughout the United States, the Commonwealth of Puerto Rico, Canada, Great Britain and those foreign countries that may be added at a later date to conduct any of the following transactions that are available at the PLUS SYSTEM ATM:

- Withdraw cash from your Checking or Statement Savings account(s).
- Transfer funds between your Checking and Statement Savings account(s).
- Obtain the available balance(s) from your Checking or Statement Savings account(s).

These are the present services available from the PLUS SYSTEM Network, but other services may be provided in the future as they are developed. The above transactions are only applicable to the accounts which you list on your CARD application form and have designated as the primary account of each account type, or such other primary accounts which are added later at your written request.

## 3. OTHER ATM NETWORK ACCESS.

From time to time we may make arrangements with other ATM networks to grant access to CARDS. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges therefor at that time.

## 4. PURCHASE TRANSACTIONS.

### (a) Purchase Transactions with a PIN.

You may use the CARD with your PIN at any retail establishment (Merchant) where CARDS are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). Your signature may also be required by certain Merchants to complete the transaction. The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your Primary Checking Account. When you make a Purchase using the CARD you will be requesting us to withdraw funds from your selected Primary Checking Account in

the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any Purchase refund made by a Merchant will be posted to your Primary Checking Account.

### (b) Purchase Transactions with a VISA CHECK CARD.

You may use the VISA CHECK CARD with only your signature at any retail establishment ("Merchant") where VISA CHECK CARDS are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your Primary Checking Account. When you make a Purchase using the VISA CHECK CARD you will be requesting us to withdraw funds from your selected Primary Checking Account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any Purchase refund made by Merchant will be posted to your Primary Checking Account.

## 5. LIMITATIONS ON THE USE OF YOUR CARD.

**You may use your CARD to withdraw up to \$300 each day**, at an ATM or PLUS SYSTEM ATM which we inform you are available for you to use, from your account(s) provided the funds are available in your account(s). In addition to the amount that you may withdraw in cash each day, you may use the VISA CHECK CARD to purchase up to \$1,500.00 each day. (However, the total amount of your cash withdrawals and Purchase transactions each day may not exceed \$1,800.00. Furthermore, Purchase refunds will be posted to the available balances in your Checking account up to the POS Returns Limit of \$1,500.00. **The day for withdrawal and purchase limits starts at 12:00 a.m. each day and ends at 12:00 a.m. the next day.** There are also certain limitations on the frequency of use of the CARD each day. These limitations are imposed and not revealed for security purposes.

You will be denied the use of the CARD if you (i) exceed the daily withdrawal or purchase limit, (ii) do not have adequate funds available in your account, (iii) do not enter the correct PIN, or (iv) exceed the frequency of usage limitation. The receipt provided by the ATM, or Merchant terminal will notify you of the denial. There is a limit on the number of such denials of your CARD at an ATM. The number of attempts that result in machine retention of your CARD is not revealed for security reasons.

## 6. HOW TO CONTACT CUSTOMER SERVICE.

If you believe your CARD or PIN has been lost or stolen or that an unauthorized transfer or Purchase of any of your accounts has occurred or may occur, immediately call the customer service (anytime) toll free number 1-800-554-8969 or by calling PennCrest BANK 888-716-7587 (during regular business hours) or writing to us at:

PennCrest BANK  
1201 12<sup>th</sup> Street  
Altoona, PA 16601

A new card and/or PIN number may be issued to you at that time and a "hold" will be placed on your old card or PIN. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card it may be captured and retained by the ATM.

## 7. CHARGES FOR TRANSACTIONS.

Please refer to our current fee schedule brochure. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to assessment or change in assessment.

**NOTICE: Regarding ATM fees by others: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by the automated transfer network. You may even be charged for a balance inquiry.**

## 8. RECORD OF TRANSACTION.

You will receive a printed receipt for each ATM terminal or Purchase transaction which you make at the time of the transaction. You will receive a monthly statement showing the status of your account(s), transactions made during the past month, and any charges which we may impose for such services or transactions.

## 9. LIABILITY FOR UNAUTHORIZED TRANSFERS.

CONTACT our Fraud Prevention Center IMMEDIATELY if you believe your 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 the customer service toll free number (1-800-554-8969) or our phone number (888-716-7587) is the best way of keeping your losses to a minimum.

### PIN TRANSACTIONS.

You could lose all your money in the account(s) if you take no action to notify us of the loss of your CARD or PIN. If you notify us of the loss, your liability will be as follows:

- If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your CARD and PIN without your permission.
- If someone used your CARD and PIN without your permission, you could lose as much as \$500.00 if you do NOT contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- Also, if your monthly statement shows transfers or purchases that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after 60 days, if we can prove that your contacting us would have prevented those losses.

### VISA CHECK CARD TRANSACTIONS.

You could lose money in your account if you take no action to notify us of the loss of your VISA CHECK CARD. If you notify us of the loss, your liability for unauthorized transactions will be as follows:

- For all assertions of unauthorized VISA CHECK CARD transactions a maximum liability of \$0.00 if you provide proper notification of unauthorized transactions unless you have been grossly negligent or have engaged in fraud. We may require you to provide a written statement regarding claims of unauthorized VISA CHECK CARD transactions.
- These limitations do not apply to VISA CHECK CARD PIN transactions. See section titled PIN Transactions for liability.