

## ATM CARD AGREEMENT

This ATM Card Agreement ("Agreement") is made in compliance with certain requirements imposed on financial institutions by the Electronic Funds Transfer Act. In this Agreement, the words "you" and "your" mean each consumer as defined in the Electronic Funds Transfer Act who apply for and/or use the Automated Teller Machine (ATM) card issued by Resource Bank, signs the ATM Card Application, and who is a signer on the Savings Account ("Account"). "Card" means ATM Card authorized by us for use in making an electronic fund transfer. "Bank," "we," and "us" refers to Resource Bank. By activating your Card, you agree to the terms and conditions in this Agreement and any amendments. This Agreement only applies to a consumer Savings Accounts in which the account is owned by a natural person established primarily for personal, family, or household purpose.

## A. IMPORTANT AGREEMENT INFORMATION ABOUT YOUR ATM CARD.

- 1. Eligibility Requirements. To be eligible to apply for an ATM Card, you must:
  - a) Only have a consumer Savings Account with Resource Bank;
  - b) Be at least 18 years of age;
  - c) Customer's Account must be in good standing; and
  - d) Customer's Account must have all required documentation on file such as a signature card, 2 forms of identification, etc.
- 2. Personal Identification Number (PIN). Once you receive your ATM Card, you may activate your card and select your own PIN by calling (866)633-5293. You may also visit any of our branches during business hours to select or change your PIN. The PIN you select must remain confidential and should not be disclosed to third parties or recorded on or with your Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone. If you fail to maintain the security of your PIN and the Bank suffers a loss, we may terminate your Card and Account immediately. If your PIN is entered incorrectly three (3) consecutive times, your Card will be locked from withdrawing funds. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during normal business hours which is Monday Friday 8:00AM 5:30PM and Saturday 8:30AM 12:00PM.
- 3. Limit. Your ATM limit is set at \$405.00 per day.
- 4. Change in Terms. We may change the terms and charges and may amend, modify, add to, or delete from this Agreement from time to time. You will receive written or electronic notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. However, prior notice need not be given where an immediate change in terms is necessary to maintain the security of your account.
- 5. Funds Availability. Funds you deposit into your account through a selected Resource Bank ATM before the cutoff time on a business day, will be available the next business day. In some cases, this time period may be extended. For further details, refer to Resource Bank's Funds Availability Disclosure.
- 6. Notification of Card Use Restrictions. The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.
- 7. Overdrawn. If sufficient funds are not available in your account for the amount obtained at an ATM, and your account balance becomes overdrawn, the Bank reserves the right to offset the amount of insufficient funds with your funds from any of your other accounts at the Bank. If the account is a joint account, use of singular implies plural. You are obligated to repay any charges resulting from the use of the card by another person with your express or implied permission whether or not the person stays within the limits of use set by you. You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debit by agreement or court order such as a divorce decree.
- 8. Suspension of EFT Access or Service. If you are in breach of this Agreement or any other loan or service agreement with the Bank or we suspect fraudulent activity on your account, the Bank may without prior notice restrict access to your accounts or suspend the use of your Card. Such restrictions may continue until you resolve any breach condition or any fraud condition.
- **B.** ATM Terminal Limitations. Each Resource Bank owned ATM allows you to withdraw up to a maximum of \$400.00 per transaction, regardless of your Daily ATM Withdrawal Limit. Separate transactions will need to be performed if your Daily ATM Withdrawal Limit is greater than \$400.00. You may choose to use your Card for the following functions at any terminal that is authorized to accept the Card. However, some of these functions may not be available at all terminals.
  - 1. Withdraw cash from your account, subject to our Funds Availability Policy.
  - 2. Deposit checks into to your account at select Resource Bank ATMs.
  - 3. Inquire balance information on your account.
- C. STATEMENTS. You will receive a monthly statement if you have an electronic funds transfer performed within your statement cycle. If you do not, you will receive a statement at least quarterly unless your account is in dormant status.
- D. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS. If you think there is an error on your statement or receipt, you may call us at (985) 801-0150 during business hours or write to Resource Bank, ATTN: Customer Service, 1598 Ochsner Blvd., Suite 101, Covington, LA 70433.

We must hear from you NO LATER than 60 days after we sent you the first statement on which the error appeared. The following information is required (1) full name, (2) account number, (3) dollar amount of the suspected error, (4) description of error or transfer in question, and (5) explanation of why you believe it is an error.

E. FEES. There is no fee to use your Card at a Resource Bank owned ATM or an ATM that is in a Surcharge-free network in which we participate. For a complete listing of Surcharge Free Network ATMs, please visit https://www.resource.bank/locations.php.

When you use an ATM not owned by us, you may be charged a fee by the ATM, Resource Bank, or by any network used to complete a transaction. You authorize us to pay and withdraw those fees from the designated account. Fees for all EFT services are disclosed in our Additional Services and Fee Schedule.

**F. SAFETY AT ATM.** Follow these safety tips every time you use an ATM:

- Scan the area. Be watchful, especially at night. If you notice a suspicious person or if you feel it is not safe, leave the area immediately.
- Report any suspicious activity to Resource Bank and/or local law enforcement.
- If you use an ATM after dark, try to have someone with you. Always make sure the ATM and parking lot are in a well-lighted area.
- Be prepared when approaching an ATM. Have your card and check deposits (if applicable) ready to speed up the transaction.
- Stand directly in front of the ATM to keep others from seeing your PIN.
- If you are making a withdrawal, don't count your cash until you're safely inside your locked car or in a secure area.

G. LOST OR STOLEN CARD NOTIFICATION. You must contact us IMMEDIATELY if you believe your Card, Card number, or PIN has been lost or stolen. An immediate phone call is the best way to reduce any possible losses. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during normal business hours which are Monday – Friday 8:00AM – 5:30PM and Saturday 8:30AM – 12:00PM. Should this happen after business hours, please contact (800) 466-3552.

If you notify us within two (2) business day, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do not contact and tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500.00. If your statement shows electronic funds transfers that you did not make, tell us immediately. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

H. CUSTOMER AUTHORIZATION. By activating the Card you agree to all of the terms and conditions of this Agreement.