



**ATM Card Application**

Name \_\_\_\_\_

Tax ID \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

I wish to access the following accounts with my ATM Card. I understand that only the account I have designated as "primary" will be used for point-of-sale transactions.

Checking Account # (PRIMARY) \_\_\_\_\_ Savings Account # \_\_\_\_\_

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

**ATM Card Request**

I request that MCNB Bank and Trust Co. issue an ATM Card in the name shown above. I understand that I am the only individual authorized to use this card and that use of this card signifies agreement to the terms and conditions set forth in the Electronic Funds Disclosure (Reg E) and Agreement, receipt of which is hereby acknowledged. I understand that MCNB may retain this application whether or not it is approved. I agree that all information is accurate to the best of my knowledge and you are authorized to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Return the application in person to any branch or mail/fax it to:*

MCNB Banks  
Attn: Deposit Operations  
P O Box 549  
Welch, WV 24801  
Phone: 304-436-4112  
Fax: 304-436-5605

CSR \_\_\_\_\_ Port \_\_\_\_\_ Card \_\_\_\_\_

**MCNB BANK AND TRUST CO.**  
**REGULATION E DISCLOSURE**  
**ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

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This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at MCNB Bank and Trust Co. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants and any authorized user(s). The words "we", "us" and "our" mean the Financial Institution.

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**Liability of Consumer**

**Consumer Liability for Unauthorized Transfers** – (The following limitations may be applicable to your accounts, except as provided by law) Tell us **AT ONCE** if you believe that your ATM Card or Personal Identification Number (PIN) or Telebanc/Audio Response 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 Card, or Personal Identification Number (PIN), or Telebanc/Audio Response PIN, you can lose no more than \$50.00 if someone used your card and/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 card and/or PIN, and we can prove that we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, 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 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 trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (304) 436-4112 or write us at MCNB BANK AND TRUST CO., P. O. Box 549, Welch, WV 24801. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without permission.

**Consumer Liability for Unauthorized VISA Point of Sale Debit Card Transactions** – Tell us **AT ONCE** if you believe your VISA point of sale check card has been lost or stolen, or of any unauthorized transactions. Your liability for unauthorized use of your debit card with the VISA logo when it is used as a VISA point of sale debit card will not exceed (A) Zero dollars (\$0.00) liability if you report the loss or theft of the card within two (2) business days of discovery that your point of sale debit card was lost or stolen, or (B) Fifty dollars (\$50.00) liability if you report the loss or theft of your point of sale debit card after two (2) business days of discovery that your point of sale debit card was lost or stolen. For other assertions of unauthorized VISA point of sale debit card transactions, there is a maximum of fifty dollars (\$50.00) liability if you provide proper notification of unauthorized Visa point of sale debit card transactions. We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph above) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. The same consumer liability limits

shall apply to Interlink Transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth above. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of VISA International.

### **Business Days**

For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are excluded.

### **TYPES OF TRANSFERS**

#### **Preauthorized transfers:**

- Pay certain recurring bills from your checking or savings account.
- Direct deposits from the U. S. Treasury Department to your checking or savings account.
- Direct deposits from your employer or other financial institutions to your checking or savings account.

#### **Electronic Check Conversions:**

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.
- Pay bills.

#### **Telebanc (Audio Response Service):**

You may access your accounts 24 hours a day via **Telebanc (Audio Response Service)** by using a separate personal identification number (PIN) assigned to you and your account number. At the present time you may use the system to:

- Transfer funds between your accounts.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your deposit.
- Determine if a particular check has cleared your account.

#### **Limitations on Frequency and Amount (Preauthorized & Telebanc/Audio Voice Response):**

- There are no limits on the number of inquiries, transfers or withdrawals per day involving your demand deposit accounts.
- If your account is a savings or money market deposit account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party.
- No more than three (3) of the six (6) transfers may be made by check, draft, POS transaction, or similar order made by you and payable to third parties. If you have more than the allowable preauthorized checks or drafts in any one period, your account will be subject to closure by us.

### **Fees and Charges (Preauthorized & Telebank/Audio Voice Response):**

- We do not have additional charges for any preauthorized EFTs or Audio Response Transactions.
- However, all electronic transfers (except ATM withdrawals and POS transactions) will be considered in the calculation of your checking account service charge if you do not meet the minimum balance requirement. If your account has the flat fee rate, it will not be considered. Please refer to your accompanying Truth in Savings Disclosure for details.

### **ATM Card:**

You may use your **ATM Card** with your Personal Identification Number (PIN) to access your account 24 hours a day via an Automated Teller Machine that displays the STAR & CIRRUS logo. You may use the card to perform the following:

- Obtain cash withdrawals from checking or savings.
- Transfer funds between checking and savings accounts.
- Balance inquiry.
- Pay for purchases at places that display the STAR & CIRRUS logos by using your card and PIN number. (POS)

### **Limitations on Frequency and Amount (ATM CARD)**

- There is a daily withdrawal on-line limit of \$300.00.
- The Point of Sale (POS) daily limit is \$500.00.

### **Fees and Charges (ATM Transactions)**

- There is no fee charged by us for your MCNB ATM card if used at one of our terminals.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- In addition, you may be charged a fee by any national, regional, or local network utilized to effect the transaction.
- We do charge a \$5.00 replacement fee for a lost or damaged ATM Card or for PIN reorder.

### **Cross-Border Transaction Fees**

- If you use your Card to effect a transaction in a currency other than U. S. Dollars at a Cirrus® Automated Teller Machine (ATM), the charge will be converted into a U.S. Dollar amount using one of the following procedures:
  - 1) A government-mandated exchange rate; or
  - 2) A wholesale exchange rate selected by Cirrus
- The exchange rate used will be a rate in effect on the date the transaction is processed, and may differ from the rate in effect on the date the transaction was posted to your account.

- The conversion assessment will be .2% of the transaction for performing the currency conversion, and Cirrus charges us a Cross-Border Assessment of .8% of the transaction on all cross-border transactions regardless of whether there is a currency conversion.
- We will pass these charges on to you, and you may see the assessments posted as separate transactions on your account statement.

### **Visa Check Card:**

The **MCNB Visa Check Card** can be used either as an ATM card or a Point of Sale card. If the merchant utilizes a 'PIN Pad' to initiate POS transactions, you will need to select 'CREDIT' or 'DEBIT' after swiping your card in the machine. If you select 'DEBIT', you will need to input your PIN. If you select 'CREDIT', your signature will be required. The merchant must honor VISA cards in order for you to conduct a signature-based transaction. You may use the **Visa Check Card** to perform the following:

- Obtain cash withdrawals from checking or savings.
- Transfer funds between checking and savings accounts.
- Balance inquiry.
- Pay for purchases at places that display the VISA, STAR & CIRRUS logos by using your card and PIN number. (POS)
- Pay for purchases at places that accept VISA, STAR & CIRRUS by using your card and signature. (POS)
- Pay for internet purchases.

#### **Limitations on Frequency and Amount (Visa Check Card)**

- There is a daily withdrawal on-line limit of \$1,000.00.
- The Point of Sale (POS) daily limit is \$1,000.00.

#### **Fees and Charges (Visa Check Card Transactions)**

- There is no fee charged by us for your MCNB Visa Check Card if used at one of our terminals.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- In addition, you may be charged a fee by any national, regional, or local network utilized to effect the transaction.
- We do charge a \$10.00 replacement fee for a lost or damaged Visa Check Card or for PIN reorder.

#### **Foreign Currency Conversion Rate/Fees**

- **Currency Conversion.** When you use your Visa-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:
  - 1) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
  - 2) The government-mandated rate in effect for the applicable central processing date;
  - 3) In each instance, plus 1%.

- The conversion rate in effect on the processing date may differ from the rate in effect on the transaction or posting date.
- This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction.
- We will pass these charges on to you.

#### **Cross-Border Transaction Fees**

- If you use your Card to effect a transaction in a currency other than U. S. Dollars at a Cirrus® Automated Teller Machine (ATM), the charge will be converted into a U.S. Dollar amount using one of the following procedures:
  - 1) A government-mandated exchange rate; or
  - 2) A wholesale exchange rate selected by Cirrus
- The exchange rate used will be a rate in effect on the date the transaction is processed, and may differ from the rate in effect on the date the transaction was posted to your account.
- The conversion assessment will be .2% of the transaction for performing the currency conversion, and Cirrus charges us a Cross-Border Assessment of .8% of the transaction on all cross-border transactions regardless of whether there is a currency conversion.
- We will pass these charges on to you, and you may see the assessments posted as separate transactions on your account statement.

**Internet Banking** – MCNB provides *iBank* for customer convenience. You may access your accounts directly from your home PC. You will be assigned a password and will be prompted to change this password when you sign on. It is important that you protect your password at all times. It is your responsibility. You may use your personal computer to perform the following:

- View account balances and transaction history
- Transfer monies between accounts
- Establish automatic transfers from one of your accounts to another
- Communicate directly with MCNB Banks via e-mail

#### **Limitations on Frequency and amounts (Internet Banking)**

There are no limitations on frequency or amounts.

#### **Fees and Charges (Internet Banking)**

You will be responsible for any local or long distance telephone charges or Internet Service Provider charges that you incur by accessing your accounts via MCNB Banks Online Banking Service.

Please read the Terms and Conditions for MCNB Banks Online Banking for other important disclosures.

**Personal Identification Number (PIN) – The Audio Response PIN, VISA Check Card PIN, and the ATM Card PIN issued to you or originated by you are for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN(s) available to anyone not authorized to sign on your accounts.**

### **Confidentiality**

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

- To complete transfers as necessary; or
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your permission.

### **Documentation**

**Periodic Statement** - You will get a monthly statement from us on each of your demand deposit accounts showing preauthorized transfers to or from each account. You will get a monthly statement on your savings accounts if there are any electronic transactions in a particular month. In any case, you will get a statement quarterly.

**Direct Deposits** - 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 304-436-4112 to find out whether or not the deposit has been made.

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

### **Preauthorized Payments**

**Right to stop payment** - If you have told us in advance regarding regular payments to be made from your account, you can stop such transfers by contacting us at the number and address listed above in time for us to receive your request at least three (3) business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and deliver to us within fourteen (14) days after you call.

There will be a \$20.00 fee (plus sales tax) 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 ten (10) days before each payment, when it will be made and how much it will be.

**Liability for failure to stop payment on preauthorized transfers** – 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, except as follows:

## **Our 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 automated teller machine where you are making the transfer does not have enough cash.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- 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 transaction, despite reasonable precautions that we have taken.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 436-4112 or write us at MCNB Bank And Trust Co., P. O. Box 549, Welch, WV 24801 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.

- Tell us your name and account number (if any).
- 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.
- 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 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 you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.