

PIN Security. It is best to memorize your PIN. If you do write it down, keep it separate from your card. **DO NOT SHARE YOUR PIN WITH ANYONE.**

Card Replacement Fee. If the Bank is required to replace a lost or stolen ATM card or Check Card, we reserve the right to charge a \$15 replacement fee.

ADDITIONAL INFORMATION ABOUT USE OF YOUR FIDELITY BANK ATM CARD OR CHECK CARD AT POINT-OF-SALE TERMINALS

Each time your ATM card or Check Card is properly used at a point-of-sale (POS) terminal you authorize us to debit your account for the total amount indicated on any debit advice originated by the use of your ATM card or Check Card. We will handle such debit transactions the same as authorized checks drawn on your account and all applicable fees will apply. No cash refunds will be made on purchases by use of your ATM card or Check Card.

We will not be responsible for any claim you may have against any business establishment with respect to property or service purchased by the use of your ATM card or Check Card. Any claim must be directed to the business establishment that accepted your ATM card or Check Card.

We will not be responsible for any claim you may have against any business establishment refusing to honor your ATM card or Check Card. Your Visa® Check Card should be accepted at any POS terminals or merchants displaying the Visa® logo. Please notify us of any merchant location that does not follow this standard practice. If you choose not to activate/use your ATM or Check Card, we reserve the right to terminate the card after 90 days. If you chose not to activate your ATM or Check Card, cut the card in half vertically and discard.

You may not stop payment with respect to any transaction originated by use of your ATM card or Check Card.

ILLEGAL TRANSACTIONS

Your ATM Card or Check Card may be used only for valid and lawful purposes. If you use or allow someone else to use the ATM Card or Check Card for any other purpose you will be responsible for such use and may be required to reimburse Fidelity Bank for all amounts or expenses Fidelity Bank pays as a result of such use.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, telephone us at the telephone number listed below or write us at the address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or withdrawal listed on the statement or receipt. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared. Telephoning does not preserve your rights. A written complaint is required from you as soon as you become aware of the error.

- Tell us your name and account number.
- 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.

We will determine whether an error occurred within ten (10) business days (5 business days for Visa® debit transactions) after we hear from you and will correct any error promptly. If more time is needed we may take up to 45 days (90 days for new accounts, point of sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will issue provisional credit to your account within ten (10) business days (5 business days for Visa® debit transactions) for the amount you think is in error. For errors involving new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. You will have full access to the money during the time it takes us to complete our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Request copies of additional documentation in writing to the address listed on the back of this disclosure.

This Electronic Fund Transfer Disclosure replaces any previous Electronic Fund Transfer Disclosure that you may have received from Fidelity Bank.

Check Card Department
Fidelity Bank
P.O. Box 105075
Atlanta, GA 30348

Customer Service Center
404.248.LION (5466)
888.248.LION (5466)
M-F 8:00 a.m. - 7:00 p.m.

After Hours
404.248.LION (5466)
888.248.LION(5466)



**FIDELITY
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Electronic Fund Transfer Disclosure Statement

The Electronic Fund Transfers that we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES AND LIMITATIONS OF TRANSFERS

Terminal Transfers*.

Our terminals are equipped to handle:

- Cash withdrawals from checking accounts.
 - Cash withdrawals from savings accounts.
 - Deposits to checking accounts.
 - Deposits to savings accounts.
 - Transfers of funds between checking and savings accounts.
 - Purchases at places that have agreed to accept this card is a function of the card and not a Fidelity Bank terminal.
- *Some of the services may not be available at all terminals.

Prearranged Transfers.

We are equipped to:

- Accept certain direct deposits to your checking account.
- Accept certain direct deposits to your savings account.
- Pay certain recurring bills from your checking account.
- Pay certain recurring bills from your savings account.

Telephone Transfers.

You may access your account(s) by telephone by calling 404-248-LION (5466) to conduct the following types of transactions:

- Transfer funds from checking to checking.
- Transfer funds from checking to savings.
- Transfer funds from savings to savings.
- Transfer funds from savings to checking.
- Make payments from checking or savings to loan or line of credit account(s) with us.
- Get checking/savings account(s)/loan and line of credit information.
- Transfer funds from line of credit to checking or savings.

Internet Transfers.

You may access your account(s) by computer through the Internet at www.lionbank.com to conduct the following types of transactions:

- Transfer funds from checking to checking
- Transfer funds from checking to savings
- Transfer funds from savings to savings
- Transfer funds from savings to checking
- Make payments from checking to loan account(s) with us
- Make payments from checking to third parties (bill payment)
- Get checking/savings account(s) information
- Transfer funds from line of credit to checking or savings

Point of Sale Transactions.

Using your Check Card, you may access your checking account to purchase goods, pay for services, get cash from a merchant (if the merchant participates) or from a participating financial institution, and do anything that a participating merchant will accept.

Electronic Check Conversion.

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.

LIMITATIONS ON FREQUENCY AND AMOUNT OF ELECTRONIC FUND TRANSFERS

- You may make only \$1,000 in cash withdrawals from automated teller machine (ATM) terminals and up to a \$5,000 maximum in Check Card usage at retail establishments per day.
- Other limitations as to frequency or dollar amount of transactions may apply.
- For your protection and the security of our ATM or Check Card system, the details of these limitations are confidential.
- Transfers or withdrawals from a money market deposit account or savings account to another account or to third parties by preauthorized, automatic, telephone or Internet transfers are limited to six (6) per month or statement cycle with no more than three (3) by check, Check Card or similar order to third parties. You may be charged for any transfer or withdrawal from a money market deposit account or saving account to another account or to third parties over the six (6) per month or statement cycle or three (3) by check, Check Card or similar order to third parties.

Charges for Electronic Fund Transfers.

- If an account is subject to a service charge, the prevailing service charge fees will apply to Electronic Fund Transfer (“paperless”) items as well as to “paper” items, such as checks.
- 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 or withdrawal.
- A fee may be charged by us when you use an ATM not owned by us.
- Refer to the Schedule of Fees and Truth in Savings Disclosure for details of fees.

RIGHT TO DOCUMENTATION

ATM or Check Card Terminal Transfers and Purchases.

- You can get a receipt at the time you make any transfer or withdrawal to or from your account using an ATM or Check Card purchase using your Check Card. We are not required to provide a receipt if your transaction is \$15 or less.

Checking/Savings Direct Deposits.

- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed on the back of this brochure 404.248.LION (5466) to find out whether or not the deposit has been made.

Checking Accounts.

- You will get a monthly account statement from us for your checking accounts.

Savings Accounts.

- You will get a monthly account statement from us, unless there is no activity in a particular month. In any case, you will get a statement quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

Right to Stop Payment and Procedure for doing so.

If you told us in advance to make regular payments out of your account, you may stop any of these payments (with the exception of ATM or Check Card debits. Stop Payments may not be placed on these). Here’s how:

- Call us at 404.248.LION(5466) or write to us at the address listed on the back of this disclosure in time for us to receive your request three (3) business days or more before the 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 14 business days after you call (we will charge you the current fee for each stop payment order you give).
- 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.

Liability for failure to stop payment of preauthorized transfers:

- If you order us to stop payment of these payments three (3) business days or more before the transfer is scheduled, and we not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTIONS OBLIGATIONS

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 transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer or withdrawal does not have enough cash.
- 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 transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

DISCLOSURE TO THIRD PARTIES

Account Information Disclosure.

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

FOREIGN TRANSACTIONS

You agree to pay any debit or withdrawal as posted. If you have used your Fidelity Bank Check Card to purchase goods or services, or to obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which may be a greater or lesser amount than the original purchase or cash advance in the foreign country. The exchange rate applied to such transactions is: 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 the government-mandate rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. The Bank has no control over currency exchange. In addition, your account could be charged a pass-through assessment fee for foreign transactions.

UNAUTHORIZED TRANSFERS

Liability Disclosure.

Tell us AT ONCE if you believe your card and/or Personal Identification Number (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 applicable). If you believe your card and/or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you will 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 we could have stopped someone from using your card and/or PIN without your permission if you had told us, you may be held responsible for a maximum of \$500.00 for failing to report the loss.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, 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 periods.

Under Visa’s® Zero Liability policy, you will not be liable for any unauthorized purchases made through the Visa®/Interlink network at merchants, including those transacted on the Internet, if you contact us within sixty (60) days after the monthly account statement on which the transactions occurred was mailed to you.

Address and Telephone Number.

If you believe your card and/or PIN has been stolen or lost, call 404-248 LION(5466) or write the [Check Card Department](#) at the address listed on the back of this disclosure. You should also call the number or write the address listed on the back of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Business Days.

For purposes of these disclosures, our business days are Monday through Friday.