

# Electronic Funds Transfers

## Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox (  ) only apply if checked. You should keep this notice for future reference.

### Types of Transfers, Frequency and Dollar Limitations

#### (a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your  checking  savings  prepaid account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your  checking  savings  prepaid account(s).

#### (b) Telephone Transfers. You may access your account(s) by telephone at (915) 747-1000 using a touch tone phone, your account numbers, and access code

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from to
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
- Account information may be based on the status of those accounts as of the close
- of the prior business day

#### (c) ATM Transfers. You may access your account(s) by ATM using your ATM card and personal identification number to:

- Making deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts you may withdraw no more than \$500.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than \$500.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from to
- Make payments from checking account to to
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
- There is a .50 charge for balance inquiries at ATM's we do not own.
- There is a \$2.00 charge per withdrawal at ATM's we do not own.

#### (d) Point-Of-Sale Transactions.

Using your card:

- You may access your  checking account  Money Market Savings account(s) to purchase goods ( in person,  by phone,  by computer), pay for services ( in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Types of Transfers, Frequency and Dollar Limitations, Continued**

- You may not exceed more than \$2,500.00 in transactions per day
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**(e) Computer Transfers.** You may access your account(s) by computer by enrolling in Online Banking on our website [www.weststarbank.com](http://www.weststarbank.com)

and using your  
to:

Login ID and Password

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from to
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
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**(f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by enrolling in our Online Banking

and using your  
to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
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You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**(g) Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, 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). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Types of Transfers, Frequency and Dollar Limitations, Continued**

**(g) EFTs Initiated By Third Parties, Continued**

- 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. You may:
  - Not exceed more than \_\_\_\_\_ payments by electronic check per \_\_\_\_\_
  - Make payments by electronic check from \_\_\_\_\_ Payments are limited to \_\_\_\_\_ per \_\_\_\_\_
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - Make no more than \_\_\_\_\_ payments per \_\_\_\_\_ for electronic payment of charges for checks returned for insufficient funds.
  - Make electronic payment for charges for checks returned for insufficient funds from \_\_\_\_\_ Payments are limited to \_\_\_\_\_ per \_\_\_\_\_
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**General Limitations**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfer or withdrawals from a \_\_\_\_\_ account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to \_\_\_\_\_ per \_\_\_\_\_. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- Withdrawals are limited to six during a calendar month. A \$10 fee will be assessed for each withdrawal in excess of six. Withdrawals include transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, or by check, draft, ATM, debit card or similar order to a third party.

**Fees**

- We charge \_\_\_\_\_ each \_\_\_\_\_ to our customers whose accounts are set up to use \_\_\_\_\_
- We charge \_\_\_\_\_ each \_\_\_\_\_ but only if the \_\_\_\_\_ balance in the \_\_\_\_\_ falls below \_\_\_\_\_ during the \_\_\_\_\_
- Please refer to \_\_\_\_\_ for a list of all the prepaid account/card fees.
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Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** 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).

## Documentation

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**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

automated teller machine

point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** . 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 below to find out whether or not the deposit has been made.

**(c) In addition,**

You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

You may obtain information about the money you have remaining in your prepaid account by calling the telephone number listed below. This information, along with a 12-month history of account transactions, is also available online at

If your prepaid account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.

You also have the right to obtain at least 24 months of written history of your prepaid account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.

## Preauthorized Payments

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**(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. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 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 days after you call.

We charge \$30.00 for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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 of preauthorized transfer.** If you order us to stop one of these payments 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.

## Financial Institution's Liability

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**(a) 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 and 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 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.

## Confidentiality

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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 written permission.
  - as explained in the separate Privacy Disclosure.
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## Unauthorized Transfers

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- (a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) 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 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) 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 transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), 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 period.

- Visa® Debit Card.** Additional Limits on Liability for  
Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to anonymous Visa prepaid card transactions, or to

## Unauthorized Transfers, Continued

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transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**Mastercard® Debit Card.** Additional Limits on Liability for unauthorized transfers

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**(a) Consumer Liability.** There are no limitations on your liability for unauthorized transfers using this prepaid card.

This is because we do not have a consumer identification or verification process for this prepaid card.

## Error Resolution Notice

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In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or 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 listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

## **Error Resolution Notice, Continued**

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- There is not an error resolution process for prepaid cards. This is because we do not have a consumer identification or verification process for the prepaid cards we offer.
- In Case of Errors or Questions About Your Prepaid Account Telephone or Write at the telephone number or address listed in this disclosure as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the telephone number or address listed in this disclosure. You will need to tell us:
  - (1) Your name and prepaid account number.
  - (2) Why you believe there is an error, and the dollar amount involved.
  - (3) Approximately when the error took place.

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 (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) 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, and your account is registered with us, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) for the amount you think is in error, so that you will have 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.

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.

If you need more information about our error-resolution procedures, call us at the telephone number listed in this disclosure  or visit

Keep reading to learn more about how to register your card.

- Warning regarding unverified prepaid accounts.** It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to the website or call us at the telephone number listed in this disclosure. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number, so that we can verify your identity.

## **Important information Regarding Your Prepaid Card**

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- FDIC insurance eligibility for your prepaid card.**
  - Be sure to register your card for FDIC insurance eligibility and other protections.
  - Your funds are eligible for FDIC insurance.

Your funds will be held at or transferred to us, an FDIC insured institution. Once here, your funds are insured up to \$250,000 by the FDIC in the event we fail, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

**Important Information Regarding Your Prepaid Card, Continued**

**NCUA insurance for your prepaid card, if eligible.**

- Be sure to register your card for NCUA insurance, if eligible, and other protections.
- Your funds are NCUA insured, if eligible.

Your funds will be held at or transferred to us, an NCUA-insured institution. Once here, if specific share insurance requirements are met and your card is registered, your funds are insured up to \$250,000 by the NCUA in the event we fail.

**NOT FDIC or NCUA insured.** The funds in our prepaid card are not FDIC or NCUA insured.

- Treat this card like cash.
- Your funds will be held at or transferred to us. If we fail, you are not protected by FDIC deposit or NCUA share insurance and you could lose some or all of your money.
- Register your card for other protections.

**No overdraft/credit feature.** There is no overdraft/credit feature associated with your prepaid card.

**Prepaid account information or complaints.** For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

**Our contact information.** You can use the contact information listed in this disclosure to get more information about your prepaid card. Contact us by:  phone  mail  at our website

**INSTITUTION** (name, address, telephone number, etc., and business days)

WestStar Bank  
Downtown Branch  
601 N Mesa St.  
El Paso, TX 79901

(915) 532-1000

Our business days are Monday through Friday, holidays not included.



## **Additional Information**

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Liability for Business Accounts: The following provisions apply to EFT services you use if your account is a business:

\* You must promptly report in writing any error in connection with any EFT transaction or any discrepancy between your records and any notice we send you relating to an EFT transaction. Unless some other provisions of this agreement or another agreement provides for a shorter time, any time over 60 days is not a reasonable time to notify us of errors or discrepancies.

\* You agree to the maximum extent permitted by law that WestStar Bank and its officers, directors, agents, and employees (collectively the "Bank") will not be liable to you for any and all loss, liability, and expense (including reasonable attorney's fees) arising from the services performed by the bank in connection with EFT services, except for those losses caused directly by our failure to exercise ordinary care or to act in good faith. You and we disagree that clerical errors and mistakes in judgement do not constitute a failure to exercise ordinary care or to act in good faith.

THE BANK WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER OR NOT ANY OF THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).