



## Consumer Debit Card Agreement and Disclosure

**Agreement and Disclosure for TFB Consumer Debit Cards:** This describes the TFB Consumer Debit Card terms and conditions and our and your obligations when using it. This agreement can be changed at any time. We will notify you of changes that affect your rights and obligations. In this agreement, these cards are referred to as “Card.” When you use your Card or authorize others to use it, you agree to these terms.

**Getting Started:** You must have a TFB checking account to have a Card. You can also link your savings account to this card for ATM withdrawals and transfers to and from your checking account. You must meet eligibility requirements to receive the Card. While this Card can be used at MASTERCARD, it is not a credit card. It does not provide credit or overdraft protection. If the Card we send you is returned undelivered, we may restrict its use for your protection.

**General Terms:** You are responsible for all transactions and charges incurred by your use of your Card or its use by anyone authorized by you. You must take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You must notify us promptly if such use or disclosure occurs. Your Card does not provide credit or overdraft protection. If we overdraw your account in conjunction with a transaction, you must promptly repay us. Your Card remains our property. We may revoke your Card at any time without notice, and you must return it at our request. You must sign your card to make it valid.

**ATM Services:** With those accounts you have linked to your Card, you may use your Card and PIN at TFB ATMs, which are open 24 hours a day, 7 days a week, to make the following transactions: 1) withdraw cash from deposit accounts; 2) make deposits to your checking and savings accounts; 3) transfers funds between your checking and savings accounts; and 4) obtain deposit account balances.

**ATM Service at Network ATMs:** At ATMs identified by Plus, Star, or MASTERCARD logos, you can use your Card and PIN to access one checking and one savings account (provided they are linked) to: 1) withdraw cash from deposit accounts designated for ATM access; 2) receive cash advances from a designated account; 3) obtain designated deposit account balances; and 4) transfer funds between designated deposit accounts.

Some ATMs outside the USA do not specify account types for cash withdrawals. If you have a checking account designated for ATM access, we debit cash withdrawals from that account; if you do not have a checking account designated, you cannot complete the transaction.

**Purchase Service:** With this service, you may use your Card and PIN or sometimes just your Card or Card Number to pay for goods and services and to obtain cash. This is using your Card as a debit card and your Card works like a check you write on your account. Your card is not a credit card, which means you may not defer payment of your Card transactions. You may use this service to: 1) pay for goods and services at retail locations that display the Star logo; 2) to pay for goods and services at locations that accept cards with the MASTERCARD logo; and 3) obtain cash at financial institutions that accept cards with the MASTERCARD logo.

Cash includes purchases of money orders, cashier's checks, or similar instruments and other things of value.

When you use your Card for those transactions, you are making withdrawals from your deposit account. You must follow your merchant's or financial institution's Card usage procedures, such as signing a sales slip, withdrawal slip, or other documents, or just provide your card number. Some merchants may impose a fee for a transaction. We are not liable if a merchant or financial institution does not accept your Card or Card number.

You may use this service only if you have a checking account linked to your Card; it cannot be linked to a savings account. If you have more than one of each linked to your Card, you may designate the account you want to use for this service. Contact us to designate a different account.



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If you use your Card to purchase goods and services, including internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization will result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The merchant may attempt to obtain a preauthorization for the transaction. The available balance in your primary deposit account will be reduced by the amount of any transaction for which the merchant receives authorization from us, even if the documentation evidencing the transaction has not yet been received or processed by us. A "hold" placed on your account will be released and your account will be debited when documentation matching the authorized transaction amount has cleared through us, or in three (3) business days, whichever first occurs. We are not responsible if we do not authorize electronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. No cash refunds will be made to you by The Fauquier Bank on Debit Card purchases. Any claim or dispute regarding goods or services purchased with your Debit Card must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on Debit Card purchases.

You must settle directly with the merchant any disputes you have about goods or services you pay for using your Card. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for using your Card, you must indemnify us for all damages and liability resulting from the misrepresentation. If you breach or do not fulfill any terms of this agreement, you must also indemnify us for all resulting damages and liability.

**Dollar Amount Limits on Withdrawals:** When you use your Card at ATMs and for transactions, we apply two limits to the amount you may withdraw from your accounts during each day: a cash limit and a purchase limit. The cash limit, \$305 during any 24-hour period, is the total you may withdraw from ATMs plus the cash back you may receive from transactions. The purchase limit, \$2,500 during a 24-hour period, is the total of goods or services you may pay for by using your TFB Debit Card. Your purchase limit is generally in addition to your cash limit. For security reasons, we may place other restrictions on the purchase limit. Your available account balance, including any overdraft protection coverage, must always be high enough to cover the transaction amount.

If you make a deposit or transfer funds between accounts at an ATM, funds are available the day after the business day on which we process the deposit or transfer. In some cases, we may delay the availability of funds that you deposit by check.

**Your Transaction Record:** You should get a transaction record for transactions made at an ATM, or a receipt for transactions made through a merchant or financial institution. Your account statement will list each transaction and the date it was posted to your account.

For transactions at TFB ATMs, your transaction record will note your account balance as of the close of the previous business day shown, plus or minus the amount of any ATM transactions you make that day. The balance, however, may not reflect other transactions you make during the calendar date shown, or outstanding items.

For transactions at other ATMs, the date your transaction is posted to your account may be different from the date on the transaction record.



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**Errors or Questions About Your Electronic Transactions:** Contact us at once if you think that your statement or transaction record is wrong or if you need more information about a transaction listed on the statement or transaction record. Call us at the number shown on your statement or write us at P.O. Box 561, Warrenton, VA 20188. You must contact us no longer than 60 days after the date we sent you the first statement on which the problem or error appeared. If you tell us orally, we will still require you to send us your complaint or question in writing within 10 business days. We need the following information: 1) your name, Card number and deposit account number; 2) the date, transaction type and dollar amount of the suspected error; and 3) description of the error or the transaction you are questioning. Explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If necessary, we may take up to 45 days to investigate your complaint or question; in this case we will, however, credit your account within 10 business days for the amount you think is in error, so that you have use of the money during our investigation. If we ask you to put your complaint in writing, and we do not receive it within 10 business days, we may not credit your account.

If an error or question concerns a purchase transaction or an ATM transaction outside the USA, we may take up to 90 days to investigate. In this case, we credit your account within 20 business days for the amount you think is in error, so that you have use of the money during our investigation.

If we decide there is no error, we will send you written explanation within 3 business days after we complete our investigation.

**Business Days:** Our business days are Monday through Friday, excluding bank holidays.

**Your Liability in Case of Loss, Theft, or Unauthorized Transactions:** You must tell us at once preferably by telephone if you believe your card has been lost or stolen or your PIN has been discovered. The loss, theft, or unauthorized use of your Card could cause you to lose all the money in your account, plus all amounts available under your overdraft protection plan. If you tell us within 2 business days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50 if someone used your Card without your permission. If you do not tell us within 2 business days, and we could have stopped someone from using your Card or PIN without your permission had you told us, you could lose as much as \$500.

If your statement shows transactions you did not perform, tell us at once. If you do not tell us within 60 days after we mail you the statement, and if we could have stopped someone from taking the money had you told us, you might not get back any money you lost after the 60 days. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

When you give someone your Card or PIN, any transaction that person performs is considered an authorized transaction. Transactions are considered unauthorized only after you notify us that the person is no longer authorized.

Transactions that you or someone acting with you initiates with fraudulent intent are not considered authorized transactions.

**Reporting Unauthorized Transfers:** If you think your Card has been lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without your permission, contact us at the number on your statement or at 1-800-638-3798. You may also write us at P.O. Box 561, Warrenton VA 20188.



## Consumer Debit Card Agreement and Disclosure

**Our Liability for Failing to Complete Transactions:** If we do not complete a transaction or transfer funds to or from your account on time or in the correct amount according to our agreement with you, we are liable for your losses or damages, except when: 1) your available balance, including overdraft protections, is not enough to cover the transaction or transfer; 2) the ATM you use doesn't have enough cash; 3) the ATM system you use is not working properly and you are aware when you began the transaction; 4) circumstances beyond our control (such as fire or flood) prevent the transaction, despite our reasonable precautions. There may be other exceptions not specifically mentioned here.

**ATM Surcharges:** When you use an ATM not owned by us, the ATM operator or any network used to complete the transfer may charge you a fee. You may also be charged a fee for a balance inquiry. These fees are normally disclosed at the ATM and may be included in the transaction amount that appears on your account statement.

The Fauquier Bank charges non-customer U.S. cardholders a fee of \$3.00 for a cash withdrawal from TFB owned ATMs.

**Disclosing Information to Third Parties:** We do not disclose information to third parties about your account or your transactions except: 1) when it is necessary to complete transactions; 2) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 3) if you give us your permission; 4) at our discretion, to our affiliates; 5) to comply with a government agency or court order or at the request of a federal regulator; 6) on a closed account, if we reasonably believe that you mishandled it. We may also disclose information about your accounts to credit reporting agencies and to other persons or agencies that, in our judgment, have a legitimate purpose for obtaining information.