



Fidelity Bank ATM and Debit Card Agreement and Disclosure

1. Your Personal Identification Number:

You may use your ATM card or your Debit card (both referred to as ATM/Debit card) at any of our automated teller machines. (Automated teller machines are sometimes referred to under this Agreement as "ATMs.") You may also use your ATM/Debit card to complete transactions at automated teller machines that are owned and operated by banks that are members of electronic fund transfer networks in which we participate. Purchases may also be made with your ATM/Debit card at merchant locations that are members of the point-of-sale networks in which we participate. You may also use your Debit card to make purchases at locations that accept Visa cards. (Note: Your Debit card is not a Visa credit card, and this Agreement does not replace or affect any Visa Account Agreement that you may have with us or any financial institution.) You have selected or have been provided with a special personal identification number ("PIN") that you must enter into the point-of-sale terminal or ATM whenever you use your ATM/Debit card. For your protection, you should guard the secrecy of your PIN, and you agree not to write your PIN on your ATM/Debit card or write your PIN any other place where it may be found along with your ATM/Debit card.

2. Accounts That May Be Accessed using Your ATM/Debit Card: The following types of accounts may be accessed using your ATM/Debit card and PIN, if available:

- Your Checking Account
- Your Statement Savings Account
- Your Health Savings Account

In your request for an ATM/Debit card, you listed your accounts with us that you wish to have access to by using your ATM/Debit card. These accounts are referred to under this Agreement as "designated accounts." You may use your ATM/Debit card to access only these designated accounts. If you wish to designate additional accounts with us for access using your ATM/Debit card, you should contact a branch convenient to you.

3. Types of Transactions That May Be Completed Utilizing Your

ATM/Debit Card: You may complete the following types of transactions using your ATM/Debit card depending on the specific accounts that you have designated for access:

(A) Cash Withdrawals: You can use your ATM/Debit card and PIN at ATMs to obtain cash withdrawals from your designated Checking Account and Statement Savings Account. Withdrawals made at ATMs owned and operated by other institutions will be automatically deducted from your designated primary account.

(B) Deposits: You can use your ATM/Debit card and PIN at any deposit accepting ATM owned by Fidelity Bank to make deposits into your designated Checking Account or Statement Savings Account. Whenever you make an ATM deposit, you should complete a deposit slip and insert this deposit slip along with your deposited cash and checks into an appropriate deposit envelope prior to placing in the ATM. See funds availability policy provided at account opening for details regarding when deposited funds will be made available.

(C) Transfers Between Accounts: You can use your ATM/Debit card and PIN at ATMs to transfer collected funds between your designated accounts. Transfers made at ATMs owned and operated by other institutions can only be made between your designated primary checking and savings accounts.

(D) Balance Inquiries: You can use your ATM/Debit card and PIN at ATMs to check the balance in your designated accounts. Balance inquiries made at ATMs owned and operated by other institutions can only be made regarding your designated primary checking or savings account.

(E) Purchases: You can use your ATM/Debit card and PIN to make purchases at merchant locations that are members of the point-of-sale networks in which we participate. Funds for these purchases will be immediately withdrawn from the primary account that you have designated. You may use your Debit card without your PIN to make purchases at merchant locations that accept Visa cards. Funds for these purchases will be withdrawn from the primary account that you have designated. The transactions may be charged to your account immediately or may take up to several days after the transaction has occurred depending on when the merchant processes the transaction.

(F) Health Savings Accounts (HSA): All withdrawals, transfers or deposits using the HSA debit card will be subject to terms and conditions of the Health Savings Custodial Account Agreement.

4. Limitations on ATM/Debit Card Transactions: There are certain limitations on the use of your ATM/Debit card. These include, but are not limited to, the following:

(A) Daily Limitation: A total, aggregate, combined daily withdrawal limitation of \$2,500.00 exists on all ATM/Debit cards. Within this limitation, there are two categories: cash withdrawals and purchases. A \$400.00 daily cash withdrawal limitation exists for ATM/Debit cards. A \$2,500.00 daily purchase withdrawal limitation exists on all ATM/Debit cards, including a limit of \$200 for international e-commerce transactions. Fidelity Bank reserves the right to impose further limitations on the use of your ATM/Debit card without prior notice for security reasons. If you are traveling outside of Fidelity Bank's local region and would like to utilize your Fidelity ATM/Debit card, you must contact us before you leave to ensure your ATM/Debit card will be available. Other institutions may impose lower dollar limitations on the amount of cash withdrawals that may be obtained using your ATM/Debit card and PIN at their ATMs. Each time you use your ATM/Debit card to conduct a withdrawal or purchase transaction, we will have the right to place a hold on a corresponding amount of funds in your designated account until that transaction is posted against your account. Funds held for Debit transactions will be held in the amount authorized by the merchant. This amount may be different than the total amount of the sales slip. (For example, a gas station may request authorization in the amount of \$1.00 or greater. Also restaurants authorize transactions for 20% more than the price of the meal) You agree not to withdraw or write checks against funds that are needed to pay ATM/Debit card transactions that have not yet been posted against your account (such as writing checks or performing other ATM withdrawals or purchase transactions.)

The Health Savings Account Debit Card cannot be used at any ATM for cash withdrawals. Balance inquiries may be made at any Fidelity Bank ATM.

(B) Overdraft Situations: We will not be required to complete an ATM/Debit card cash withdrawal, transfer or purchase transaction from your designated deposit account if you do not have enough collected funds in your designated account to cover the transaction. You agree not to request ATM/Debit card transactions that will exceed the daily limit or create an overdraft in any of your designated accounts. In the event that an overdraft does occur, you agree to immediately deposit sufficient funds to cover the amount of the overdraft, plus all associated fees and charges as outlined in the Fee Schedule. You will be liable even if we authorize an ATM/Debit card transaction at a time when you did not have sufficient funds in your designated account to cover the transaction.



(C) ATM Interchange Transaction: You may use your ATM/Debit card and PIN to complete transactions on your designated accounts with us at ATMs that are owned and operated by other banks who are members of electronic fund transfer networks in which we participate. We will advise you of the names of these particular networks and what signs and logos to look for when attempting to complete ATM/Debit card transactions at remote ATM locations. Certain types of ATM/Debit card transactions may not be completed at ATMs which are owned and operated by other banks. For example, you may only make deposits and payments at ATMs owned by Fidelity. Withdrawal, transfer, and inquiry transactions can only be performed on and between your primary checking and savings accounts.

Other banks may also impose different limitations and restrictions regarding use of their ATMs.

(D) Other Reasons: We and other banks may limit or refuse to complete your ATM/Debit card transactions for security or technical reasons.

5. Transactions That Are Not Completed: If you properly instruct us to perform an electronic banking service and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. The Limitations on ATM/Debit card section above lists a number of situations in which we do not agree to complete particular transactions.

We also will not be liable to you or to any other party if we have terminated this Agreement for any reason; including but not limited to (a) if the funds in your designated accounts are subject to legal process or other encumbrances restricting the transaction; (b) if circumstances beyond our control (such as fire or flood) prevents the transaction from being completed despite reasonable precautions that we have taken; (c) if an ATM banking machine does not have enough cash to complete the transaction; (d) if there is a technical malfunction in the ATM banking machine that is known to you when you try to perform the transaction; (e) if we have reason to believe that you or someone else is using our ATM services for fraudulent or illegal purposes; (f) if your ATM/Debit card has deteriorated or has been damaged so that it does not function properly; or (g) if your ATM/Debit card or PIN has been reported lost or stolen. There also may be other exceptions as provided by applicable law. You agree that we will not be liable for any damages resulting from a failure or refusal for any reason to authorize an ATM/Debit card transaction that you have attempted. You further agree that we will not be responsible or liable for a participating merchant's refusal to accept your ATM/Debit card. If you attempt to use your ATM/Debit card at an automated teller machine that is not owned and operated by a member of an electronic fund transfer network in which we participate, there is a possibility that the machine may keep your ATM/Debit card and not return your card to you.

6. Charges for ATM/Debit Card Transactions: There are fees associated with the use of your ATM/Debit card. Fees charged by Fidelity Bank are outlined in the Fee Schedule you received at account opening. We will charge you a fee for each cash withdrawal, funds transfer or balance inquiry that you make using an ATM that is owned and operated by other banks who are members of the electronic fund transfer networks in which we participate. You will not be charged this fee at ATMs owned and operated by Fidelity or a Community Cash ATM. When you use an ATM not owned by us or within the Community Cash network, or any network used, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You also may be charged an additional fee by another institution for use of its ATM (a non-Fidelity/Community Cash ATM) and by any national, regional, or local network used to complete the transaction. The fee charged should be disclosed to you on the ATM.

Card transactions in Foreign Currencies: The exchange rate between the transaction currency and the billing currency used for processing international transactions is (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa itself receives, or (b) the government mandated rate in effect for the applicable central processing date.

7. Receipts: You will be given the option for a receipt for transactions made with your ATM/Debit card at ATMs owned by Fidelity or a Community Cash ATM. You will not receive next day notice of funds from Fidelity for automatic credit entries received for deposit to your account.

8. In Case of Errors or Questions About Your Electronic Transfers:

Telephone us at 1-800-220-2497, visit us at your local branch, or write to us at the address shown 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 of receipt.

Fidelity Bank
Attention: Electronic Banking
P.O. Box 5990, Metairie, LA 70009

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or 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. Visa requires, and thus, we will require, a signed dispute form for all disputed Debit card purchases. We will tell you the results of our investigation within 10 business days (within 20 for transactions that have occurred within 30 days after the first deposit to the 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 (or up to 90 days for new accounts, point of sale debit card or foreign initiated transactions) to investigate your complaint or questions.

If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete 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 re-credit your account. We will tell you the results in writing within three business days after completing our investigation. You may ask for copies of documents that we used in our investigation. (These rights apply to transactions involving your consumer purpose Checking Account, Savings Account, Money Market Account and Health Savings Account. You have different rights concerning errors that involve payments of designated loan accounts.)

9. Stopping Payment of Preauthorized Transfers: If you have told us in advance to make regular payments out of any of your deposit accounts with us, you can stop these payments. Here's how: Call us at the telephone number below, visit your local branch or write to us at the address listed below 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 also may require that you put your request in writing and get it to us within 14 days after your call at the address listed below. Please refer to the Fee Schedule for the amount that will be charged to your account for each stop payment order you give. 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. Merchants may allow returns or refunds on purchases: however, you cannot stop payment on any ATM/Debit card transactions. For this reason, you should inquire about the merchant's refund or refund policy before entering into a Debit card transaction. Merchandise purchased by using your Debit card that is subsequently returned will be reflected as a credit on your checking account statement provided you elect to have the return credited to your account. Refer to the "In Case of Errors or Questions about Your Electronic Transfers" section for information on error resolution.

10. Joint Accounts: If more than one person signed your request for electronic banking service, each person who signed will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this agreement. All persons who are authorized to make withdrawals from your designated deposit account with us expressly and impliedly agree that you (and all other persons authorized by you) may use your ATM/Debit card and PIN to complete transactions on your designated accounts.

11. Authorized Users: You should not allow other persons to use your ATM/Debit card and PIN without first advising us in writing as to who these Authorized Users are. You must again advise us in writing should such persons no longer be authorized to use your ATM/Debit card.

12. Liability of Unauthorized Transfers: You will be liable for unauthorized electronic transfers to your designated accounts to the extent allowed by applicable federal and state law. Tell us AT ONCE if you believe your ATM/Debit card or PIN code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone accessed your account without your permission. If you DO NOT tell us within 2 business days after you learn of the loss or theft, and we can prove we could have stopped someone from using or accessing your account without your permission if you had told us, you could lose as much as \$500.00. 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, electronically submitted, or otherwise made available 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) keeps you from telling us, we may extend these time periods. If you believe that your ATM/Debit card or PIN code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

Call us at: 1-800-220-2497, visit your local branch,

Or write us at: Fidelity Bank

Attention: Electronic Banking

P.O. Box 5990

New Orleans, LA 70009

13. Evidence: If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and any copy, microfilm, or microfiche will have the same validity as the original document.

14. Our Rules and Regulations and Other Agreements: The designated deposit accounts are also subject to other agreements that you may have with us including, but not limited to, our Account Agreement, Electronic Funds Transfer Disclosure and Agreement, Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, Online Banking Agreement, and product specific Truth in Savings disclosures.

15. Disclosure of Information About Your Account: In the ordinary course of business, we may disclose information to third parties about your designated accounts of the transfers you make:

- (a) Where it is necessary for completing transfers or resolving errors involving transfers;
- (b) In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or a merchant;
- (c) In order to comply with orders or subpoenas of government agencies or courts; or
- (d) If you give us your written permission.

16. Our Business Days: Our business days are Monday through Friday, other than legal holidays.

17. Terminating This Agreement: You can terminate this Agreement at any time by notifying us in writing and no longer using your ATM/Debit card. We can also terminate the Agreement at any time. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transactions to be completed with your ATM/Debit card after this Agreement has been terminated.

18. Changing This Agreement: We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will take effect if the change will cause you greater costs or liability or if it will limit your ATM/Debit card access to your designated accounts. We will not have to notify you in advance, however, if the change is necessary for security reasons.

19. Notices: All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in the Agreement; but notices under Section "Liability for Unauthorized Transactions" will be effective once you have done whatever is reasonably necessary to give us the information we need - such as by telephoning or mailing a notice to us. If more than one person signs your request for electronic banking services, notice to or from one of the people who signed the request will be effective for everybody who signed.

20. Collection Expense: If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorney's fees.



21. What State's Law Applies to This Agreement: Any questions under this Agreement will be decided by applicable Federal law, or, if no Federal law exists, Louisiana law as appropriate. If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.

22. Acceptance of This Agreement: You have agreed to be bound and obligated under the terms of this Agreement and any subsequent amendments to this Agreement by signing your request for electronic banking services.