



11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door of any ATM equipped with a door.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, tell us if you know of any problems. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to the operator of the facility and local law enforcement officials immediately.

Direct complaints concerning ATM security to Community National Bank's Security Officer at 516-498-9111.

## Provides All the Advantages of an ATM Card

Need to deposit, withdraw, or transfer funds? No problem. BankAccess VISA CheckCard gives you access to all these services whenever you need them.

## Economical and Ecological

Eliminate the need to purchase checks (and the risk of running out when you're at the checkout). BankAccess VISA CheckCard saves money in check printing fees while it saves valuable resources.

## Safeguarded if Lost or Stolen

When you receive your BankAccess VISA CheckCard, you'll also be assigned a personal identification number (PIN). It's added security against someone making purchases without your consent.

## Just Like Balancing Your Checkbook

Every month in which a transaction is completed, you'll receive an account statement that includes the date, location, and amount of every transaction you've made.

## ELECTRONIC FUND TRANSFERS – YOUR RIGHT AND RESPONSIBILITIES

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

### ATM Transfers – Types of Transfers and Dollar Limitations

You may access your account(s) by ATM using your BankAccess VISA CheckCard, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$500.00 per card per day (\$100.00 off-line)
- get cash withdrawals from savings account(s)
  - you may withdraw no more than \$500.00 per card per day (\$100.00 off-line)
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)

5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

COMMUNITY NATIONAL BANK  
ATM DEPARTMENT  
200 MIDDLE NECK ROAD  
P.O. BOX 220422  
GREAT NECK, NY 11022

Business Days: Monday through Sunday

Excluding Federal Holidays

Phone: 516-498-9111

MORE DETAILED INFORMATION  
IS AVAILABLE ON REQUEST

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.

- transfer funds from savings to savings account(s)
- transfer funds from checking to checking account(s)
- get information about:
  - the account balance of your checking accounts
  - the account balance of your savings accounts

Some of these services may not be available at all terminals.

## Types of BankAccess VISA CheckCard Point-of-Sale Transactions

You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

## Point-of-Sale Transactions – Dollar Limitations

Using your card:

- You may not exceed \$500.00 in transactions per card per day (\$100.00 off-line)

## Open-to-Buy Transactions – Dollar Limitations

Using your card:

- You may not exceed \$1,000.00 in outstanding transactions per card at a given time.

## FEES

- We will charge you \$3.00 to replace a lost debit card.

## NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

## DOCUMENTATION

- **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 point-of-sale terminals.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

We will determine whether an error occurred within 10 business days (5 business days for BankAccess VISA CheckCard point-of-sale transactions and 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 for BankAccess VISA CheckCard point-of-sale transactions and 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within 3 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.

- (b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, 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.

## FINANCIAL INSTITUTION'S LIABILITY

### **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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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 a government agency or court orders; or
- (4) if you give us written permission; or
- (5) at our discretion, as allowed by New York law providing for the release of account information pertaining to actual or suspected illegal activities.

## UNAUTHORIZED TRANSFERS

### (a) **Consumer liability.**

(1) *Generally.* Tell us AT ONCE if you believe your card and/or 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 account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

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 shows transfers that you did not make, 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.

(2) *Additional Limits on Liability for BankAccess VISA CheckCard, when used for point-of-sale transactions.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen BankAccess VISA CheckCard, when used for point-of-sale transactions, if you report the loss or theft of your card within 2 business days of when you discover the loss or theft of the card. If you do NOT tell us within 2 business days, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

## Our Card Goes Beyond Conventional Checking

Most checkbooks can only do one thing – checking. Our BankAccess VISA® CheckCard does this and much more. BankAccess VISA CheckCard gives you a faster, more economical, more convenient way to buy the products and services you need. That's because it allows you to withdraw funds from your checking account without ever having to write out a check. You can purchase groceries, gas, or anything else wherever VISA and MasterCard® are accepted. Plus, BankAccess VISA CheckCard performs all the functions of an ATM card. It's the checking-withdrawing-depositing-and-transferring-funds card all in one.

## Fast and One-Step Easy

Forget having to round up your checkbook, a pen, and two forms of identification. With BankAccess VISA CheckCard, every purchase is as simple as using a credit card.

## Worry Free when You're Out of Town

No need to worry about getting your checks cashed out of town. Because BankAccess VISA CheckCard is accepted wherever VISA and MasterCard are, you'll be welcomed like a local every place you travel.

## APPLICATION FOR BankAccess VISA® CheckCard

### APPLICANT

Account Number(s)

Name

Address

City

State

Zip

Home Phone Number

Social Security #

Date of Birth

Employer

### CO APPLICANT

Name

Address (if different from applicant)

City

State

Zip

Home Phone Number

Social Security #

Date of Birth

Employer

**Signatures:** By signing below, the undersigned request(s) the described services and agrees to the terms and conditions governing the services, including any fees and charges. The undersigned agree(s) that all information is accurate and authorizes the financial institution to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Applicant's Signature

Co-Applicant's Signature

Date

Date

Mail or Deliver to:

Community National Bank • 200 Middle Neck Road • P.O. Box 220422 • Great Neck, NY 11022

### Official Use Only

Date received

Approved (Y / N)

Processed By