

**Important
Information
Brochure:
Card
Agreement and
Disclosure**

*Community Bank Debit Card / ATM Card
Effective November 13, 2017*

CommunityBank

Community Bank is a Department of Defense owned banking program operated through a contract with a commercial financial institution. The Defense Finance and Accounting Service, in coordination with the Military Service banking representatives, is responsible for the oversight and management of Community Bank.

Bank of America, N.A. currently operates Community Bank under a contract with the Defense Finance and Accounting Service. In accordance with that contract, Community Bank may be identified as “Community Bank, Operated by Bank of America.” Nevertheless, your relationship is with Community Bank, not Bank of America, N.A. Additionally, neither this agreement nor other documents associated with your account(s) at Community Bank create a contractual, fiduciary, quasi-fiduciary or special relationship between you and Bank of America, N.A.

This Card Agreement is a contract between you and Community Bank (“Card Agreement”) regarding your Community Bank debit card or ATM card. It describes the electronic banking services you can use with your Card (as defined below) and includes information about our and your rights and obligations. This Card Agreement, which is part of the *Deposit Agreement and Disclosures* and any related *Account and Miscellaneous Schedule of Fees* (collectively the “Deposit Agreement”) apply to each Community Bank deposit account that you link to your Card. If this Card Agreement any other provisions of the Deposit Agreement are inconsistent, this Card Agreement governs.

Throughout this Card Agreement, the words “we,” “us” or “our” refer to Community Bank. “You” and “your” refer to each person to whom we issue a Card and the owner(s) of each deposit account to which a card is linked. “Card” means a Community Bank debit card or ATM card that is linked to at least one deposit account with us.

“ATM” means an automated teller machine.

“ATM Card” means a Card that can only be used at an ATM and at limited PIN-based point of sale (POS) terminals.

“Card” means a personal Community Bank debit card or a personal Community Bank ATM card that is linked to at least one deposit account with us.

You agree to the terms of this Card Agreement by activating, using a Card or by allowing another person to use a Card.

1. Your Responsibility

When you open or maintain a Community Bank checking or savings account, you may choose to receive a card. You agree to use your Card only in the manner and for the purposes described in this Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction, or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign your card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your card. You agree to take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked, or otherwise invalid Card. If you breach or do not fulfill any term of this Card Agreement, you are responsible to us for all damages and losses.

2. Getting Started

a. Linking accounts. You must link your card to at least one Community Bank checking or savings account. We may limit the number of deposit accounts that you may link to your Card. If you have a debit card, you must link it to a primary checking account. If you have a Sterling Checking account (available in the UK only), this account may be linked as the primary account using an ATM card. A debit card may also be linked to a Sterling Account; however, it will be linked as a secondary account only and the USD account as your primary.

b. Your PIN. A randomly selected PIN will be sent to you through the mail and should arrive separately from your card. If you do not receive your PIN, contact your local Community Bank or call 1-800-239-9427. If you currently have a PIN, it continues to apply to any replacement Card issued to you with the same Card number. If you wish to change your PIN, you can perform this function at a Community Bank ATM or by contacting your local Community Bank.

c. Activating your Card.

When we send you a Card, for your protection, the Card is not activated. Before using your Card, you must activate it by either calling the number on the sticker affixed to your Card, or by completing a PIN or ATM transaction. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up. Generally, if your card is not activated within 12 months, the card data will be purged.

d. Using your ATM Card. You may use your ATM Card to perform transactions at ATMs. If you link your ATM card to a checking account, you may also use your ATM card to make

purchases at merchant locations that are on the AFFN and Jeanie networks.

e. Using your debit card. If you have a debit card linked to your checking account, you may also use your debit card to make purchases at merchants that accept Visa® debit cards and you may also obtain cash from financial institutions that accept Visa debit cards.

3. Services available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Community Bank ATMs than at non-Community Bank ATMs and fees may apply for use of non-Community Bank ATMs. From time to time we may amend, add or delete services available at Community Bank ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

a. Community Bank ATMs. A Community Bank ATM is an ATM that prominently displays the Community Bank name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. You may use your Card and PIN at most Community Bank ATMs to perform the following transactions:

- Make deposits to your linked checking and savings accounts at select ATMs
- Withdraw funds from your linked deposit accounts
- Transfer funds between your linked deposit accounts
- Obtain balance information about your linked deposit accounts
- Change PIN or password
- Exchange Rate inquiries

PLEASE NOTE: All services may not be available at all Community Bank ATMs. Services are available only for designated Community Bank accounts linked to your Card.

b. Non-Community Bank ATMs. A non-Community Bank ATM is an ATM that does not prominently display the Community Bank name and logo on the ATM. You may use your Card and PIN at non-Community Bank ATMs to perform the following transactions with the primary Community Bank deposit accounts linked to your card:

- Withdraw funds from your linked primary deposit accounts
- Transfer funds between your linked primary deposit accounts; and
- Obtain balance information about your linked primary deposit accounts

You may only be able to access your primary checking and primary savings account at non-Community Bank ATMs. Transactions are not available at non-Community Bank ATMs for Sterling checking accounts (UK only).

c. Limitations on some ATM transactions.

Withdrawals. We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction or we may complete the transaction and overdraw your account.

Deposits. You may deposit paper currency and checks (up to 50 items per envelope) at certain Community Bank ATMs. You may not deposit coins or other items. Some Community Bank ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see an associate at one of our banking centers for assistance. When you make a deposit at a Community Bank ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the next business day. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds.

Balance Information. The information about your available balance in your account is the amount of money in the checking or savings account that is currently available to spend. It includes all cleared and processing transactions. Any transactions that you have made, but we have not yet received need to be subtracted from the available balance for you to know the exact amount of money available to spend or withdraw. The available balance does not include any transaction that has not been received by us (such as checks, recurring debit card transactions or ACH transactions) or the amount of a deposit that is currently not available, including holds.

4. Point of sale purchases with your Card

You may use your Card to pay for goods and services and to receive cash back from the transaction at retail locations that accept Cards. The merchant may limit the amount of cash back. You may use your debit card to obtain cash at financial institutions that accept cards with the Visa logo. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number. Each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. Even if a merchant's terminal allows you to choose debit or credit, the amount of the transaction is

deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

a. Eligible accounts. To use this purchase service, you must have a checking account, linked to your debit card. You may not use this purchase service with savings accounts.

b. Holds. When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on the funds. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks, debits and other items that post to your account (such as in-person and ATM withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or items we decline or return unpaid. Please refer to the Account & Miscellaneous Schedule of Fees for your account for more details on applicable fees. In most cases, the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. However, for transactions where your card is not present (such as a purchase made via the Internet), the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account. Some merchants may ask us to authorize the amount that they estimate you will spend or an interim amount before the final amount is determined. As an example, this can happen when a restaurant allows you to enter a tip. The amount requested by the merchant may be different (either more or less) than the final transaction amount. When this happens, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts. We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

c. Refunds, stop payments and merchant disputes. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is credited back to your account and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card,

we are not liable to you or responsible for any damages or losses that result from the merchant's misrepresentation.

d. Recurring preauthorized payments. Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your debit card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment.

Stopping payment. To place a stop payment on preauthorized (recurring) debit card transactions, you must contact the merchant directly to have them revoke your previous authorization and stop the payment(s). We are not liable to you or responsible for any damages or losses that result from the merchant's non-compliance to stop the payment(s).

Contact us in the event you have worked with the merchant to stop the recurring payments and they're continuing to process debits against your account using your debit card number.

The bank will not be able to place a stop payment under this scenario, but we will begin the Regulation E dispute process.

If you choose to make a claim under Regulation E, we will require that you provide the notice to us in writing, detailing your actions to revoke the authorization directly with the merchant before placing a Regulation E dispute.

e. Merchant acceptance of your Card. We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

5. Foreign Transactions

Currency Conversion

If you purchase goods or service or obtain cash from an ATM (other than a Community Bank ATM) with your card in a currency other than U.S. Dollars or in U.S. Dollars with a foreign merchant, we will assess an International Transaction Fee. Visa will convert the charge or transaction into a U.S. Dollar amount and the International Transaction Fee for purchase of goods or services or ATM cash withdrawals will be 1% of that converted U.S. Dollar amount; other fees may apply per your Schedule of Fees. The conversion rate on the processing date may differ from the rate on the date of your transaction. The currency conversion exchange rate used by Visa will be either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, this rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date; plus, in each instance, an International Transaction Fee determined by us and reported on your statement as a single charge for each

converted transaction. For any Community Bank ATMs, the conversion rate is set by us, and there is no adjustment factor.

Foreign ATMs

Some ATMs outside the United States do not specify the type of account from which cash withdrawals are made. If you have a checking account designated as the primary account, we generally deduct the withdrawal from that account. If you do not have a checking account designated, we may deduct the withdrawal from your savings account. At some ATMs outside the United States, you may not be able to access your savings account when using a debit card.

6. Dollar Amount Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. We establish these limits for purposes of issuing authorizations to ATM systems and merchant processing systems. In addition, we may establish higher or lower limits upon your request. If we have not established another limit for you, your limit is discussed below. If we agree to establish a higher or lower limit for a temporary period, your limit will return to that set forth below when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraw your account. We may decline any transaction if it appears to us to be suspicious or high risk.

Cash limit. For all cardholders, the cash limit is \$500 for both Debit Cards and ATM Cards. This is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. Interchange fees from the different ATM networks may apply and if so, will be passed onto the customer. Your cash limit also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

Purchase limit. The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a

financial institution. Your purchase limit is \$1,500 for debit cards, and \$1,000 for ATM Cards. Your purchase limit is generally in addition to your cash limit. For security purposes, we may place other restrictions on the purchase limit from time to time.

7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account to cover everyday non-recurring debit card purchases or ATM withdrawals, we'll decline the transaction and you will not be subject to overdraft fees for those declined transactions. If you have enough available funds in your account to cover part of an everyday non-recurring debit card purchase, but not the full amount, some merchants will accept those available funds as partial payment and then allow you to pay the balance of your purchase from another source, or will allow you to reduce your purchase to fall within your available balance, such as by reducing the number of items in your cart. For checks, ACH, recurring debit card transactions and online bill payments, we may decline or return the transaction unpaid or we may complete it and overdraw your account. The Account & Miscellaneous Schedule of Fees for your account which is a part of, and was provided with, the Deposit Agreement and Disclosures, explains when we charge you a fee for overdrafts and declined or returned items and the dollar amount of each fee. Please review the Account & Miscellaneous Schedule of Fees carefully. If use of your card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft. Our Savings Overdraft Protection Plan does not automatically transfer funds from your savings account to cover ATM or debit card transactions when needed. You must move the funds from your savings account prior to the transaction to allow for it to process without a delay. If your deposit account is closed, leaving authorized but unposted transactions originated by using the Card, we may post these transactions to your deposit account even if it closed. You agree to immediately repay us the amount of these outstanding transactions.

8. Documentation of Transfers

ATM transfers. You can get a receipt at the time you make any transfer to or from your accounts using an ATM.

However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

Purchase service. When you make a purchase or cash-back withdrawal, the merchant or financial institution usually gives you a receipt.

Deposit account statements. We send you a monthly deposit account statement unless there are no transfers in a particular

month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong, or if you need more information about a transaction, contact your local Community Bank or call 1-800-239-9427.

9. Business Days

Our business days are Monday through Friday, excluding federal holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day.

10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees which is part of, and was provided with your Deposit Agreement and Disclosures. For other fees that apply, please refer to the Account & Miscellaneous Schedule of Fees and the Deposit Agreement and Disclosures. We may also charge you a handling fee if you request a special service.

a. Transactions at Community Bank ATMs. There are no ATM fees to make withdrawals, deposits, transfers, or balance inquiries using your Card at Community Bank ATMs.

b. Transactions at Non-Community Bank ATMs. When you use a non-Community Bank ATM, 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.

c. Other Electronic Banking Fees. We charge a stop payment fee for each request to stop payment on a transfer. For details about the fee, please see the Account & Miscellaneous Schedule of Fees, which was a part of, and was provided with, your Deposit Agreement. When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

11. Disclosing Information to Third Parties

It is our general policy to treat your account information as confidential. However, we may disclose information to third parties about your account or the transactions you make :

- Where it is necessary for completing transactions
- Where it is necessary for activating additional services
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or payee
- In order to comply with government agency or court orders

- If you give us your permission
- As otherwise required or permitted by law or government regulation
- As stated in the Deposit Agreement

12. Electronic fund transfer rights

a. Error Resolution. In case of errors or questions about your electronic transfers, contact your local Community Bank or call 1-800-239-9427. Call or write 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 have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transaction 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.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days 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 the alleged error involves a transfer resulting from a point-of-sale transaction, or a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will provisionally 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 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 provisionally credit your account.

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. You may ask for copies of any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

NOTICE: As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a card at an ATM.

b. Our liability for failure to complete transactions. The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below.

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 available funds in your account to make the transfer
- If the machine where you are making the transaction does not have enough cash
- If the ATM, terminal, or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances
- If your card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the card or PIN
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction
- If there are other exceptions stated in our agreement with you which cover the particular type of account or accounts involved in a specific transaction
- If the transfer would go over your overdraft limit or the credit limit on your credit line account
- If an account becomes dormant, in which case we may eliminate card access to that account

c. Community Bank's "zero liability" policy for

Unauthorized Transactions. Federal law (described in the

Regulation E Liability Disclosure in Section 12.d. below) may limit your liability for unauthorized use, but you may still be liable in some circumstances. Under the Community Bank “zero liability” policy, you may incur no liability for unauthorized use of your card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your card, card number or PIN or its unauthorized use, subject to the following terms and conditions.

Excluded transactions. Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a card or card number.

“Unauthorized” defined. A transaction is considered “unauthorized” if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if 1) you furnish the card, card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

“Reasonable time” defined. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the timeframes specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). Note: Reference to the timeframes specified in Regulation E should not be construed as incorporating any other provisions of Regulation E as a term of this Card Agreement to the extent Regulation E is otherwise inapplicable.

Other considerations. We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit, or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

Limitation of our liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights.

d. Regulation E Liability Disclosure. Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions. The following provisions apply only to accounts established primarily for personal, family, or household purposes and do not apply to organizational accounts.

Tell us AT ONCE if you believe your card, card number, or PIN has been lost, 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. Contact your local Community Bank or you may call 1-800-239-9427. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include the money in your account plus any advances on a credit line or overdraft protection linked to your account. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us in writing 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 on time. If a good reason (such as deployment, a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal card, may give you more protection, provided you report the transactions promptly. You should also note that when you give someone your card or PIN, you are authorizing that person to use your card and you are responsible for all transactions that person performs with your card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

Remember, do not write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

13. Security

a. Confidentiality of PIN. You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the card.

b. ATM safety. Please refer to the safety tips for using your card at ATMs found on the back of this booklet for important information about how to protect yourself when using your card at ATMs.

14. Our Right to Cancel or Block Your Card

We may decide not to issue or renew a card and we may cancel or suspend your card privileges with or without cause or notice, other than that required by applicable law. Your card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the card to us or our authorized agent upon demand or upon notice of cancellation. If the card is used other than as permitted by this card agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms for your account. If we reinstate your card privileges, this card agreement is also automatically reinstated.

If the card we send you is returned undelivered or if your card or PIN is reported as lost or stolen, we may restrict use of any card with the same numbers or we may restrict use of all cards on all of your accounts. If you have not used your card to conduct a transaction within the last 12 months, we may block or cancel your card without any notice to you.

15. General Terms

a. Waiver and severability. You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the card.

We may delay enforcing our rights under this card agreement without losing them. If we waive a provision of this card agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions. If any part of this card agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this card agreement governs and that the law is amended by this card agreement. A determination that any part of this card agreement is invalid or unenforceable will not affect the remainder of this card agreement.

b. Sales drafts/debit slips. We report card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

c. Amendments. We may change this card agreement at any time. For example: we may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your card, you agree to the revised agreement. If you do not agree, you must cancel this card agreement by notice to us and destroy your card(s).

d. Joint accounts. If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this card agreement and each of you is individually and jointly responsible for all obligations arising from the use of your card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this card agreement at the address we have for that person in our records.

e. Credit or information inquiries. You authorize us to make from time to time such credit, employment, and investigative inquiries as we deem appropriate in connection with the issuance and use of your card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

f. Legal transactions. You agree that you will only use the card for transactions that are legal where you conduct them. You agree that you will not use your card, or allow anyone to use your card for any illegal transactions. For example, internet gambling transactions may be illegal in the state or country in which you are conducting the activity. Display of the Visa logo or other payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

g. Governing law. This Card Agreement shall be interpreted according to federal law and your and our rights and obligations under this Agreement shall be governed by applicable federal law. Because Community Bank is a Department of Defense owned banking program that serves military installations outside the United States, laws and regulations that apply to banking activities in the United States

may not apply. Accounts are ordinarily maintained at the banking center where we open your account, but we may transfer your account to another banking center located on a military installation in the same country. Unless otherwise expressly specified, any reference in this Card Agreement to a law or regulation is not intended to, nor should it be construed as, create an obligation to comply with any law or regulation that would otherwise be inapplicable to you, us, or any activity undertaken in connection with the Card Agreement.

16. Other Agreements

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, and line of credit accounts. When you link an account to your card, you do not change the agreements you already have with us for that account. For example, when you use your card and access a credit account for overdraft purposes, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services. Contact Visa at 1-800-595-9928 for information about other services available to you.

17. Telephone Number to Be Notified In Event of Unauthorized Transfer and Lost or Stolen Community Bank ATM Cards and Debit Cards

If you believe your card is lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by contacting your local Community Bank or calling 1-800-239-9427. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

CARD USE TIPS

With your ATM / Debit Card, you can perform routine banking transactions any time of the day or night through ATMs.

You can also use your card at thousands of ATMs across the country and around the world.

To make sure that you receive all of the benefits of your card, here are a few tips on how to protect your privacy and use your card safely.

1. The activity around Community Bank ATMs may be monitored / recorded by surveillance cameras.
2. When you enter or exit an enclosed ATM, close the door completely. Do not open locked ATM vestibule door for others or allow any unknown persons to enter the ATM area while making your transaction. Authorized customers should have their own access.
3. After completing your transaction, secure your card and cash immediately, before exiting the ATM area. Count it later in the safety of your locked car or home.
4. Shield the keypad with your hand or body while entering your PIN. Do not leave your transaction record at the ATM. Keep it in a safe place, so you can compare it to your statements.
5. If you use a Drive-Up ATM, be sure passenger windows are rolled up and your doors are locked. For your safety, do not use these as walkup ATMs.
6. Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
7. If you notice anything suspicious or unsafe, such as lighting around the ATM not working, use another ATM or return later.
8. Report all crimes immediately to military authorities or law enforcement and your local Community Bank.

CommunityBank

Deposits are FDIC insured

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