



## PROTECTIONS AND LIABILITIES FOR CONSUMER ELECTRONIC FUNDS TRANSFERS USING INTERNET (INCLUDING MOBILE) BANKING

Below are the protections and liabilities for consumer electronic funds transfers using Reliance Bank's Internet Banking services. For purposes of this disclosure the terms "we", "us" and "our" refer to RELIANCE BANK. The terms "you" and "your" refer to the consumer. The following protections and liabilities apply only to consumer accounts (an account belonging to a natural person and used primarily for personal, family, or household purposes):

### **LOSS OR THEFT OF YOUR INTERNET BANKING ID OR PASSWORD**

If you believe your Internet Banking ID or Password (Access ID) or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at 814/949-6255 or 800/570-0876 during normal business hours. After hours you may e-mail us at [customerservice@reliancebank.com](mailto:customerservice@reliancebank.com) or write us at Reliance Bank, 2424 8th Ave, Altoona, PA 16602. Immediately contacting us by phone is the best way of reducing your possible losses, since not all e-mail may arrive at their destinations. We will send an e-mail back to you as confirmation that we did receive it. Because e-mail is not secure, do not include any of your account or social security numbers with your e-mail. Your name, address, and a brief message as to what the problem might be is all we will need. You may terminate your Internet Banking Agreement at any time upon giving us written notice of the termination. If you terminate, you authorize us to continue making transfers you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Internet Banking Account. If we terminate your use of your Internet Banking Account, we reserve the right to make no further transfers or payments from your account including any

## **LOSS OR THEFT OF YOUR INTERNET BANKING ID OR PASSWORD (CONT.)**

transactions you have previously authorized.

You are responsible for all transfers you authorize using the Internet Banking services under this Agreement. If you permit other persons to use your Access ID, you are responsible for any transactions they authorize or conduct on any of your accounts.

## **CONSUMER LIABILITY**

Tell us at once if you believe anyone has used your Access ID and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Internet Banking transactions, if you tell us within 2 business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within 2 business days after you learn of the unauthorized use of your account or Access ID, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. Also, if your statement shows Internet Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days of the mailing date of your statement, you may be liable for the full amount of the loss if we can prove that we could have prevented the unauthorized transactions if you had told us in time. Should some emergency such as extended travel or hospitalization prevent you from contacting us, a reasonable extension of time will be allowed.

## **LIMITATION OF LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete a transfer to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable and our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we, nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Reliance Bank, or by Online browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Neither we nor the service providers will be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the

## LIMITATION OF LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS (CONT.)

installation, download, use, or maintenance of the equipment, software, the Reliance Bank Internet In this regard, although we have taken measures to provide security for communications from you to us via the Reliance Bank Internet Banking Services and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusions or limitation of such damages, our liability is limited to the extent permitted by applicable law. Additionally, Reliance Bank will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to complete a transaction, your account is inactive or closed, or the transaction amount would exceed the credit limit on your line of credit.
- If you used the wrong Access ID or you have not properly followed any applicable computer, Internet, or Reliance Bank user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Internet Banking service was not properly working and such problem was or should have been apparent when you attempted such transaction.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
- If circumstances beyond our control (such as fire, flood, telecommunications outages or strikes, equipment or power failure) prevent the transaction.
- If the funds in your account are subject to legal process or other claim, or if your account is frozen because of a delinquent loan, overdrawn account, or suspected fraud.
- If the error was caused by a system beyond the Reliance Bank’s control such as a telecommunications system, or Internet service provider.
- If you have not given the Reliance Bank complete, correct, or current information so Reliance Bank can process a transaction.

## BILLING ERRORS

In case of errors or questions about your Internet Banking transactions, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, including the transaction confirmation or reference number if applicable, 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 will require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question or ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will re-credit your account within ten (10) business days (twenty business days for new accounts) 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 ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If we provisionally re-credit funds to your account and determine there was no error, the funds will be withdrawn from your account for the provisionally re-credited amount.

## ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **PREAUTHORIZED CREDITS:** You may make arrangements for certain direct deposits to be accepted into your checking or savings. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (814)-949-6255 or (800)-570-0876 to find out whether or not the deposit has been made.
- **PREAUTHORIZED PAYMENTS:** You may make arrangements to pay certain recurring bills from your checking or savings.
- **RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payments is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- **NOTICE OF VARYING AMOUNTS:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment,

or when the amount would fall outside certain limits that you set.)

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**PERIODIC STATEMENTS**

Your Internet Banking payments and transfers will be indicated on the monthly or quarterly statements we provide. Please notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.