

**IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS**

from

**COLEMAN COUNTY STATE BANK**

**118 WEST PECAN ST**

**P O BOX 940**

**COLEMAN, TX 76834-0940**

**(325)625-2172**

**MONEY MARKET COMMERCIAL**

**Rate information** - At our discretion, we may change the interest rates for this account. **Tier 1** - If your average daily balance is \$100,000.01 or more, the interest rate paid on the entire balance in your account will be 1.250%. **Tier 2** - If your average daily balance is \$75,000.01 or more, but less than or equal to \$100,000.00, the interest rate paid on the entire balance in your account will be 0.500%. **Tier 3** - If your average daily balance is \$25,000.01 or more, but less than or equal to \$75,000.00, the interest rate paid on the entire balance in your account will be 0.400%. **Tier 4** - If your average daily balance is less than or equal to \$25,000.00, the interest rate paid on the entire balance in your account will be 0.250%.

The interest rates may change at any time.

**Compounding frequency** - Interest will be compounded monthly.

**Crediting frequency** - Interest will be credited into this account monthly.

**Average daily balance computation method** - Interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of interest on noncash deposits** - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Minimum balance to open** - The minimum balance required to open this account is \$1,000.00.

**Deposit limitations** - You may make an unlimited number of deposits into your account.

**Limitations on frequency of transfers** - During any calendar month or statement cycle of at least four weeks, this account may have unlimited withdrawals directly to the depositor or transfers to another account of the depositor made by mail, messenger, in person, or by telephone (if a check is sent to the depositor) or by ATM. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to transfer to a NOW Account.

**Additional Terms** - The following additional terms apply to this account: \*

Average Balance Service Charge

\$0.00 to \$999.99 \$7.50

\$1000.00 and up No Charge

Effect of Closing Account:

Accrued interest will be forfeited if the average daily balance at time of closing is less than \$1,000.00.

**REQUIREMENT OF MORE THAN ONE (1) SIGNATURE** If you the depositor) require more than one (1) signature to authorize withdrawals by check or other debit from your deposit account, we may honor any such check or debit from the Deposit Account, even if the check or debit is executed by only one Authorized Individual. We are not liable for, and you agree to hold us harmless for, payment on any properly presented check or debit which contains

only one (1) authorized signature, or is otherwise approved by only one Authorized Individual, and you agree to indemnify us for any and all cost or liability incurred, including attorney's fees, court costs and any other costs, as a result of our payment of a check or debit which is executed or approved by at least one (1) Authorized Individual.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

### Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made, or any other account you may have with us. The funds in the account would then not be available for withdrawal until after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### Longer Delays May Apply

**Case-By-Case Delays** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exception Delays** - Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You re-deposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

#### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposits if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$ 5,000.00 will be available on the ninth business day after the day of the deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$ 5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may 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.

**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, savings or Direct Payment Accounts.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking, savings or Direct Payment Accounts.
- **Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Teller 24 Card transactions** - types of transactions - You may access your account(s) by ATM at any Pulse or Cirrus ATM

118 West College - Coleman, TX

2206 Commercial Avenue - Coleman, TX

4609 Southwest Drive - Abilene, TX using your Teller 24 Card and your personal identification number (PIN) to:

- withdraw cash from checking or savings
- get balance information about checking
- No more than two Debit cards per account will be issued.  
Debit cards will not be issued to Direct Payment account holders.

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

**Coleman County State Bank Check Card ATM transactions** - types of transactions - You may access your account(s) by ATM using your Coleman County State Bank Check Card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking
- get balance information about checking

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

**Coleman County State Bank Check Card point-of-sale transactions** - types of transactions - You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- get cash from a participating merchant or financial institution

**Internet Banking** - types of transfers - You may access your accounts by computer at colemanbank.com and using your personal identification number (PIN) and social security number to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from checking to checking
- make payments from checking to loans
- make payments from savings to loans
- get balance information about checking, savings, certificate of deposit or loans
- get withdrawal history about checking or savings
- get deposit history about checking or savings
- get transaction history about checking or savings

**ONLINE RESOURCES** - types of transfers -

You may access this service by computer at WWW.COLEMANBANK.COM and using your user name and password.

You may access this service to:

- make payments from your checking account(s) to

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, 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).

## Documentation

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (325)625-2172 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your checking account(s).

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### **Preauthorized Payments**

**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. Here is how:

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 payment 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.

### **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 government agency or court orders; or
- (4) if you give us written permission.

### **Unauthorized Transfers**

**(a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, 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 two 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, 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, 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 period.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **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 disclosure, 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.

We will determine whether an error occurred within 10 business days (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 (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 the account is opened.

We will tell you the results within three 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.

If you have inquiries regarding your account, please contact us at:

Coleman County State Bank

118 West Pecan Street  
P.O. Box 940  
Coleman, TX 76834-0940

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday

Holidays are not included.

PHONE: (325)625-2172

### **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.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. 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.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. 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.
9. When you make a transaction, be aware of 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. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
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. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. 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.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. 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 both the operator of the facility and the local law enforcement officials immediately.

### **Other Terms**

If you believe your Coleman County State Bank Check Card has been lost or stolen and it is after regular business hours, call 1-800-754-4128 immediately to report it.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## COMMON FEATURES

**Limits and fees** - The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Replace debit card or PIN	10.00
Debit card purchase	NO CHARGE
<b>Personal Debit Card</b>	
Transaction, balance inquiry, or transfer at foreign ATM	NO CHARGE
Dollar limit at ATM	\$300.00 daily
Dollar limit for POS purchase	\$1000.00 daily
<b>Business Debit Card</b>	
Transaction, balance inquiry, or transfer at foreign ATM	NO CHARGE
Dollar limit at ATM	\$500.00 daily
Dollar limit for POS purchase	\$3000.00 daily
Check printing	Fee depends on style of check ordered
<b>Cashier's check</b>	
\$ .01 - \$500.00	\$2.50
\$500.01 and over	\$5.00
Phone transfers/Cashiers Checks \$5.00	
No charge on cashier's checks for Check Club members.(limited to three per month)	
Traveler's checks	1.50 PER 100.00
No charge on traveler's checks for Check Club members(limited to three per month)	
Traveler's checks for two	\$1.75 per \$100.00
Nonsufficient funds (each)	\$20.00
Deposited checks returned unpaid and charged back	\$2.00
Account research	\$20.00 per hour
Account balancing assistance	\$20.00 per hour

Bank Statement Reconciliation	\$20.00 per hour with a \$10.00 minimum charge
Accidental Death & Dismemberment Insurance Coverage for Check Club members only.	
Free personalized checks Available for Check Club members only.	
Stop payment - all items	15.00
RENEWAL FEE OF \$15.00 PER ITEM FOR AN ADDITIONAL SIX MONTHS.	A FEE \$15.00 PER ITEM (EFFECTIVE FOR SIX MONTHS)
Wire transfer (incoming not crediting to account)	\$10.00
	No charge if credited to customer account
Wire transfer (outgoing)	\$15.00
Wire transfer (international)	\$40.00
Garnishments	50.00
Levies	50.00
Freeze	50.00