



## ELECTRONIC FUNDS TRANSFER

### Commercial Account

**ATM Transfers.** You may access your account(s) by ATM by using your debit card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts
- You may withdraw no more than \$500.00 per business day
- Get cash withdrawals from savings accounts
- You may withdraw no more than \$500.00 per business day
- Transfer funds from checking to savings
- Get checking account information
- Get savings account information

### Point of Sale Transactions.

Using your card:

You may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and so anything that a participating merchant will accept.

You may not exceed more than \$1000.00 per business day.

**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

- (a) **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)
  - a. Automated teller machine.
  - b. Point-of-sale terminal.
  - c. You may not get a receipt if the amount of the transaction is \$15 or less.
- (b) **In addition,**
  - a. You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

- b. You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**(a) 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, do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (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:

- (a) Where it is necessary for completing transfers; or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (c) In order to comply with government agency or court orders; or
- (d) If you give us written permission as explained in the separate Privacy Disclosure.

#### **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. 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 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. Also, 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 that 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 any 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.

##### VISA® Debit Credit. Additional Limits on Liability.

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 Visa® card. This additional limit on liability does not apply to ATM transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**(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 at the end of this disclosure. You should also call the number or write to the address listed at the end of 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 below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement 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 (5 business days if involving a Visa point-of-sale transaction processed by Visa or 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 if involving a Visa point-of-sale transaction processed by Visa or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

Bank of the Rio Grande, N.A.  
P. O. Box 699  
421 North Water Street  
Las Cruces, NM 88004  
Phone: (575) 525-8900

**BUSINESS PURPOSE ACCOUNT  
SERVICE APPLICATION**

<p>The terms "we," "us," and "our" mean the financial institution identified above.</p>	<p><b>Applicant (Business) Name and Address:</b></p>  <p>Acct Type: _____ # _____          Acct Type: _____ # _____          Tax ID #: _____          Phone: _____          Fax: _____</p>
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**Service Requested:**     Debit/Check Card     ATM Card    Number of Cards Requested: \_\_\_\_\_  
 \_\_\_\_\_

Name(s) of Person(s) to issue cards to:	Transaction Limitation(s) Type (e.g., ATM/Point of Sale), Amount, Frequency
_____	_____ \$ _____ per _____
_____	_____ \$ _____ per _____
_____	_____ \$ _____ per _____
_____	_____ \$ _____ per _____
_____	_____ \$ _____ per _____

**Additional Terms:**

**Signatures:** By signing below, you, the undersigned, request the described service(s) and agree that all information in this application is accurate. You agree to the terms of the requested service, including fees and charges, and you acknowledge receipt of the following on behalf of yourself and the entity you represent:

- Business Debit Card Agreement     \_\_\_\_\_
- You authorize us to verify your creditworthiness and employment history, as an individual, through any necessary means, including preparation of a credit report by a consumer reporting agency.

<p><b>X</b> _____ (Date)          Name/Title: _____          ID: _____</p>	<p><b>X</b> _____ (Date)          Name/Title: _____          ID: _____</p>
<p><b>X</b> _____          Name/Title: _____          ID: _____</p>	<p><b>X</b> _____          Name/Title: _____          ID: _____</p>

<b>INSTITUTION USE ONLY</b>	
<p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Declined (<input type="checkbox"/> Notice given)</p> <p>By _____ Date _____</p>	<p><input type="checkbox"/> Resolution/Authorization dated _____</p> <p>Notes: _____</p>