



*The Hometown Bank with the Hometown Attitude*

## **Disclosure Statement**

### **BANK OF THE RIO GRANDE ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT**

Federal law requires that consumers who make use of Bank's electronic funds transfer services receive the disclosures contained in this statement before using the service. Use of Bank of the Rio Grande's Online Banking is an electronic funds transfer (EFT).

This agreement states the terms and conditions that apply when you use Online Banking. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

"You" and "your" mean each person who establishes Online Banking service with us or who uses or is authorized to use a Bank of the Rio Grande identification number and password or other means of access we establish or approve. The terms "Online Banking" and "Bill Payment" mean our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow. Bank of the Rio Grande reserves the right to suspend your use of Internet Banking at any time.

#### **IDENTIFICATION NUMBER AND PASSWORD**

To access Online Banking, you must initially use the Internet Banking Id and/or other means of access we establish or provide for your Online Banking, together with a password. Anyone to whom you give your Online Banking Internet Banking identification and password or other means of access (including your Bill Payment ID and password) will have full access to your accounts even if you attempt to limit that person's authority.

#### **BANK OF THE RIO GRANDE ONLINE ACCOUNT**

You may not designate for Online Banking any account that requires more than one signature for withdrawals. Only accounts owned by you (either individually or jointly with another person) may be added to your Internet Banking Service.

**BANK OF THE RIO GRANDE ONLINE TRANSACTIONS**

You, or someone you have authorized by giving them your Bank of the Rio Grande Online Banking identification and password or other means of access (even if that person exceeds your authority and including your Bill Payment ID and password), can instruct us to perform the following transactions:

- 1. Make transfers between the accounts covered by your Online Banking to the extent authorized;
- 2. If enrolled, use Bill Payment service to pay bills.
- 3. Obtain information that we make available about the accounts designated in your Online Banking; and
- 4. Obtain other services or perform other transactions that we authorize.

**LIMITS ON BANK OF THE RIO GRANDE ONLINE BANKING TRANSACTIONS**

You must have enough available funds or credit in any account for which you instruct us to make a payment or transfer. If you are a Cash Management or Savings Account holder, the number of withdrawals made are limited by law, including those on Online Banking. You should refer to the Term and Conditions of your account for the restriction on these accounts. You may request a DEPOSIT SERVICES brochure which lists the term and conditions for each account in person or by contacting us by mail at: Bank Of the Rio Grande, N.A., PO Box 699, Las Cruces, New Mexico 88004, or e-mail us at [bankinfo@bank-riogrande.com](mailto:bankinfo@bank-riogrande.com).

**FEES**

The charge for On-Line Banking and/or Bill Payment will be charged in accordance with Bank of the Rio Grande's current fee schedule. Fees will be charged to your account at the end of the accounts statement cycle. Other charges will be the same as the Bank charges you in connection with the use of your account(s). (Stop Payments, Insufficient fees, Excessive transactions fees etc.)

**OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

If we do not complete a payment or transfer 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 exceptions. We will NOT be liable for instance:

- 1. If, through no fault of ours, you do not have enough available money in the account from which payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- 2. If any payment or transfer would overdraw or exceed the credit limit of any account.
- 3. If your equipment, or ours, was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- 4. If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly access your account or otherwise complete the transaction.
- 5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about the inaccuracy of which you are

aware.

- 6. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time its due.
- 7. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricts the transaction.
- 8. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

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 under the following conditions:

- 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.

### **BUSINESS DAYS**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 5:00 p.m. will be processed on the next business day. Bank holidays are not included....

### **STATEMENTS**

Your Online Banking payments and transfers will be indicated on the monthly or quarterly statements we provide. You agree to 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.

### **YOUR LIABILITY**

Each of you agrees, for yourself to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are liable for all transactions that you or anyone you authorize makes, even if the person you authorize exceeds your authority. If you have given someone your Internet Banking identification and password or other means of access and want to terminate that person's authority, you must change your Internet Banking Identification and password or other means of access or take additional steps to further access by such person. This includes your Bill Payment ID and password.

### **UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING IDENTIFICATION NUMBER OR PASSWORD**

In case of error or questions about your electronic transfers, telephone us at 505-525-8900

during normal business hours or write us at : Bank of the Rio Grande, N.A., Attn: Bookkeeping, P.O. Box 699, Las Cruces, New Mexico 88004 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 the problem or error appeared; or no later than 60 days after we sent you the first statement in which the problem or error appeared.

- 1. Tell us your name and account number
- 2. Describe the error in 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 will require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation 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 questions.

We will re-credit your account within 10 business days 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 do not receive your complaint or questions in writing within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documentation what we used in our investigation.

#### OTHER TERMS AND CONDITIONS

- 1. **USE AND CARE OF THE PIN** - You will not give the pin to your Internet banking or Bill Pay to another person. If it is lost or stolen, you will notify the bank immediately.
- 2. **OVERDRAWING YOUR ACCOUNT** - You agree that you will not use ON LINE BANKING to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the bank immediately upon request and the current fees for overdrafts.
- 3. **LEGAL ACTION** - If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees.

#### RULES AND REGULATIONS

Your first use of Online Banking or your giving us a written authorization to make preauthorized debits or credits to your account will be your agreement to the Bank's Rules and Regulations for Deposit Accounts relating to your account and these "Terms and Conditions for Electronic Fund Transfer Transactions." The Bank may amend (change) the Terms and Conditions by giving you twenty-one (21) days prior written notice.

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**Bank of the Rio Grande, N.A.**  
**Application for Online Banking Services**  
[www.bank-riogrande.com](http://www.bank-riogrande.com)

Government regulations require that we make the above disclosures available to you when you apply for an account with Bank of the Rio Grande. Please read the following information and check the box to confirm you've received a copy.

\_\_\_\_\_ I have read/received the Online Banking Disclosure Statement and agree to their terms and conditions.

Personal Information:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security/TIN: \_\_\_\_\_ E-Mail: \_\_\_\_\_

List below all accounts of which you are an owner (either individually or jointly with another person) and would like to have access to through Online Banking.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing below, I am applying for Online Banking. I authorize you to charge my account for any transactions accomplished through the use of Online Banking, including the amount of any recurring payment or transfer that I make. I agree to comply with all of the above disclosures.

\_\_\_\_\_  
Applicant Signature