

# Consumer Electronic Fund Transfer Agreement and Disclosure

For use with our Account  
Agreement and Disclosures

**CITY NATIONAL BANK**

The way up.®



# TABLE OF CONTENTS

<b>CONSUMER ELECTRONIC FUND TRANSFER SERVICES AGREEMENT AND DISCLOSURE</b> .....	1
<b>CONSUMER ELECTRONIC FUND TRANSFER SERVICES</b> .....	2
TYPES OF ELECTRONIC FUND TRANSFER ("EFT") SERVICES.....	2
<i>Account Access</i> .....	2
LIMITATIONS ON TRANSACTIONS.....	2
<i>How an EFT May Affect Your Account Balance</i> .....	2
<i>Limitations on Dollar Amounts of Transfers</i> .....	3
<i>Limitation on Types and Frequency of Transfers</i> .....	3
FEES.....	4
CONTACT US IN THE EVENT OR RISK OF AN UNAUTHORIZED TRANSACTION.....	4
PREAUTHORIZED PAYMENTS.....	4
<i>Stop Payment Procedure for Preauthorized Payments</i> .....	4
<i>Notice of Varying Amounts</i> .....	5
<i>Notification of Preauthorized Deposits</i> .....	5
DOCUMENTATION OF TRANSACTIONS.....	5
<i>Terminal Transfers</i> .....	5
<i>Preauthorized Credits</i> .....	5
<i>Periodic Statements</i> .....	5
YOUR LIABILITY.....	5
<i>Use of EFT Services by Another Person</i> .....	6
THE BANK'S LIABILITY.....	6
<i>Interest Compensation</i> .....	7
<i>Limitation of Liability for Circumstances Beyond Our Control</i> .....	7
<i>Limitation on Actions for EFT Transactions</i> .....	7
CONFIDENTIALITY.....	7
TELEPHONE BANKING SERVICE.....	7
<b>CNB VISA CHECK CARD AND CNB ATM CARD</b> .....	8
CNB VISA CHECK CARD TRANSACTIONS AND CNB ATM CARD TRANSACTIONS.....	8
<i>Your Personal Identification Number ("PIN") and Security Code</i> .....	8
<i>Overdrafts Using Your Card</i> .....	9
<i>Disputes with Merchants Regarding Goods and Services</i> .....	9
<i>Refunds</i> .....	9
<i>Foreign Transactions</i> .....	9
USING YOUR CHECK CARD OR ATM CARD AT ATMS.....	10
<b>IF YOU ARE A CONSUMER AND DISCOVER ERRORS OR HAVE QUESTIONS ABOUT YOUR STATEMENT OR ANY TRANSACTION</b> .....	10
<b>INTERNATIONAL WIRE TRANSFERS FOR CONSUMERS</b> .....	11
<i>What to do if you want to cancel a remittance transfer</i> .....	11
<i>What to do if you believe there is an error in a remittance transfer</i> .....	12
<b>OTHER FUND TRANSFERS</b> .....	12
FUND TRANSFER PAYMENT ORDER SECURITY PROCEDURES.....	13
EXCEPTIONS TO USE OF SECURITY PROCEDURES.....	13

FUND TRANSFER CUT-OFF TIMES.....	13
RIGHT TO REJECT A FUND TRANSFER.....	13
RIGHT TO LIMIT AMOUNT OF A FUND TRANSFER.....	13
ACCURATE ACCOUNT NUMBER AND BENEFICIARY OR BANK INFORMATION – EFFECT OF INCONSISTENT INFORMATION.....	14
NOTICE OF INCOMING FUND TRANSFERS.....	14
INCOMING THIRD-PARTY TRANSFERS.....	14
CANCELLATION OR AMENDMENT OF FUND TRANSFERS.....	14
UNAUTHORIZED FUND TRANSFERS.....	14
ERRONEOUS FUND TRANSFERS YOU ORDER.....	14
NOTICE OF ERRONEOUS OR UNAUTHORIZED OTHER FUND TRANSFERS.....	14
LIMITATION ON ACTIONS FOR OTHER FUND TRANSFER TRANSACTIONS.....	15
<b>IF YOU HAVE QUESTIONS ABOUT ANY OTHER FUND TRANSFER.....</b>	<b>15</b>
<b>PROTECTING YOU AND YOUR ACCOUNT WHEN MAKING ELECTRONIC FUND TRANSFERS.....</b>	<b>15</b>
<i>Account Monitoring.....</i>	<i>15</i>
<i>Card and Personal Identification Number ("PIN")     Safety.....</i>	<i>15</i>
<i>Automated Teller Machine ("ATM") Safety.....</i>	<i>16</i>
<i>Online Safety.....</i>	<i>17</i>
<b>INTERNET FRAUD PROTECTION PRACTICES.....</b>	<b>17</b>

# CONSUMER ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

This Agreement contains terms and conditions governing City National Bank's consumer electronic fund transfer ("EFT") services described below. The rights, liabilities and responsibilities of consumers who are natural persons and who use our consumer EFT services are governed by the Electronic Fund Transfer Act (15 U.S.C. §1693) and the Bureau of Consumer Financial Protection's Regulation E, the terms and conditions stated in this brochure, and our applicable deposit and product agreements.

As used in this Agreement, "consumer" means a natural person. The terms "we," "our," "us" and "CNB" mean City National Bank and include each of our vendors providing one or more of our services. The terms "you" and "your" mean you, our consumer client or anyone acting on your behalf using a service covered in this brochure.

This Agreement is for use with our *Account Agreement and Disclosures* brochure and applicable *Fee Schedule*, which you were provided, and with the *City National Online® Access Agreement & Disclosure* and *Mobile Banking Services End User Agreement*, as may be applicable. Capitalized terms not defined in this Agreement are defined in the *Account Agreement and Disclosures* brochure. Additional terms and conditions governing our services and accounts, including the terms of our DISPUTE RESOLUTION PROGRAM, are contained in that brochure and should be read carefully. If you need another copy of that brochure, please contact us or check our website, [cnb.com](http://cnb.com).

Any owner of a consumer account may apply for any consumer EFT service we offer. Each person designated in the account agreement as an "Authorized Signer" or otherwise designated as a person authorized to initiate an EFT is authorized to initiate EFTs from a specified CNB deposit account ("Designated Account"). We are entitled to rely upon EFT instructions received from any such person by any means when confirmed in accordance with the security procedure to which you and we agree. **Instruction may be given to transfer funds between accounts maintained with us by any Authorized Signer or other authorized person without regard to the ownership of the account to which the funds are transferred and without regard to the number of signers required to withdraw funds from the account.**

If you are a consumer intending to use our EFT services, this is our EFT disclosure to you which is required by law and which is binding on you and anyone who originates an authorized EFT for you. By initiating any EFT transaction through us, you and anyone you authorize to conduct a transaction agree to the terms and conditions stated herein.

We may change the terms and conditions of this Agreement as they apply to our consumer EFT services and our fees and transaction limits on these services from time to time. We will provide prior notice to you as required by law. However, we reserve the right to make changes without prior notice if the change is necessary, in our opinion, to prevent fraud or maintain the security of your account or the EFT system. Such changes may include, but are not limited to, canceling or blocking your EFT service, canceling or blocking your EFT access card or code, reducing EFT transaction limits, or reissuing your access card.

As referenced throughout this Agreement, our "Business Days" are Monday through Friday, excluding bank holidays we observe. Saturdays, Sundays and holidays we observe are not "Business Days" even if we are open.

# CONSUMER ELECTRONIC FUND TRANSFER SERVICES

## **Types of Electronic Fund Transfer ("EFT") Services**

A consumer EFT means any transfer of funds that is initiated by a consumer (a natural person) through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit the consumer's account, with some exceptions. See "Other Fund Transfers" below for transactions that are not considered consumer EFT's.

### **Account Access:**

EFT services available to consumers at CNB include, but are not limited to:

1. Transactions originated using your City National Bank Visa® Check Card ("Check Card"), which may include purchases, payments, cash withdrawals and transfers to another CNB account. See "CNB Visa Check Card Transactions and CNB ATM Card Transactions" and "Using Your Check Card or ATM Card at ATMs" below.
2. Transactions originated using your City National Bank Automated Teller Machine Card ("ATM Card"), which may include cash withdrawals, transfers to another CNB account, and purchases at some participating merchants. See "CNB Visa Check Card Transactions and CNB ATM Card Transactions" and "Using Your Check Card or ATM Card at ATMs" below.
3. Transactions you initiate by telephone under your *Telephone Banking Agreement* with us. See "Telephone Banking Service" below.
4. Transactions originated using automated clearing house ("ACH") credits or debits which you preauthorize and which result in direct deposits to or withdrawals from your account with us. See "Preauthorized Payments" below.
5. A transfer originated when you authorized a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills.
6. Any fee authorized by you to be debited electronically from your account because a check you wrote or an EFT was returned for insufficient funds to the person seeking to collect the fee.
7. Transactions originated through our City National Online or Mobile Banking service, including bill payments.
8. Wire transfers initiated from a consumer account to a recipient in a foreign country. See "International Wire Transfers for Consumers" below.

## **Limitations on Transactions**

### **How an EFT May Affect Your Account Balance**

We may charge or restrict your Designated Account for a debit EFT at the time you authorize the transaction, at the time we receive notice of the transaction or on the day the transaction is presented to us for payment, whichever is earlier. We count a transaction as having occurred when it is received by us in the Pacific time zone at local time.

We may place a hold on your account for the amount of the transaction, which will reduce the available balance in the account. This hold may differ from the amount of the transaction that is charged to your account. If we place a hold on your account and the transaction is charged to your account before the hold expires, the

available balance in the account may be reduced by the amount of the transaction as well as the amount of the hold. We are not responsible or liable to you if a transaction is rejected, declined or otherwise not processed to your account because a hold placed on a prior transaction has not expired, or if the amount of the hold placed for a reported transaction exceeds the amount of the actual transaction charged to your account.

### **Limitations on Dollar Amounts of Transfers**

We may establish daily or other limits on the number and dollar amount of transactions that you may originate by use of your Check Card, ATM Card, or our City National Online or Mobile Banking services.

Your CNB Check Card and ATM Card limits will be disclosed to you separately. We may change these limits from time to time. Transaction amounts conducted using your Check Card or your ATM Card are limited to the available balance in your Designated Account plus your available overdraft protection, if any, and are subject to further limitations as stated below.

We reserve the right to limit the dollar amount of City National Online and Mobile Banking EFTs, including bill payments. See the *City National Online® Access Agreement & Disclosure* and *Mobile Banking Services End User Agreement*.

### **Limitations on Types and Frequency of Transfers**

- You shall not use our EFT services for any illegal transaction, including, but not limited to, illegal Internet gambling.
- You may not use our EFT services to initiate transactions to or in certain countries where, by reason of federal law or regulation, restrictions apply to monetary transactions conducted in or through the country. Transactions you attempt to conduct in such countries may be blocked. When planning to travel abroad, you may call us at (800) 773-7100 to determine the countries where restrictions currently apply.
- We reserve the right to limit the types and frequency of City National Online and Mobile Banking EFTs. See the *City National Online® Access Agreement & Disclosure* and *Mobile Banking Services End User Agreement*.
- Federal regulations limit the total number of the following types of withdrawals or transfers from a savings or money market account to six (6) per monthly statement period:
  - Check
  - Overdraft protection transfer
  - Debit card or ATM card purchase or payment
  - Preauthorized transfer to another payee or institution, including ACH or wire transfer
  - City National Online, Business Online, Treasury Net, or EASI Link payment or transfer
  - Mobile Banking payment or transfer
  - Automatic transfer to another City National Bank deposit account
  - Telephone transfer

There is no limit to the number of the following types of transactions:

- In-person transaction
- Transaction made at an ATM
- Automatic transfer to make a City National Bank loan payment

- Deposit of any kind into account

For more information on this transaction limitation and any fees associated with exceeding the limitation, refer to our *Fee Schedule*. To request a copy, contact your Relationship Manager or a Client Representative at your branch.

## **Fees**

Refer to our *Fee Schedule* brochure for Personal Products and Services, or for Account Analysis for Personal and Business Accounts, as applicable, for information about fees associated with EFTs. If you need another copy of this brochure, contact your Relationship Manager or call us at (800) 773-7100.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator and by CNB. You may be charged a fee for a balance inquiry even if you do not complete an EFT. Refer to the applicable *Fee Schedule*.

## **Contact Us in the Event or Risk of an Unauthorized Transaction**

**Call us IMMEDIATELY at (800) 773-7100** if you believe your Check Card or ATM Card, the card number for either card, your personal identification number ("PIN"), or your City National Online or Mobile Banking login information or password has been lost or stolen or disclosed to an unauthorized person. Also tell us immediately if any of your accounts have been accessed or an EFT has occurred without your permission. Telephoning is the best way of keeping your possible losses down. Refer to "Your Liability" below.

## **Preauthorized Payments**

You may arrange for the deposit of funds directly into your checking, money market or savings account with us, such as Social Security, payroll, retirement plan or insurance deposits. You may also arrange for payments to be made from your account to third parties, such as mortgage or loan payments or health club membership payments. These transactions are generally processed through automated clearing houses, are referred to as "ACH" transactions and are subject to the then current rules and regulations of the National Automated Clearing House Association ("NACHA").

Any transfer of funds you receive through an ACH is provisional and you must repay the funds if we do not receive final settlement. For example, if you receive a direct deposit from the government, which the government seeks to reclaim, you authorize us to charge any account of yours to pay the claim without prior notice to you.

## **Stop Payment Procedure for Preauthorized Payments**

You can stop a preauthorized ACH payment that you have arranged to be made from your account by calling us toll free at **(800) 773-7100** or by writing us at City National Bank, 555 South Flower St., 20<sup>th</sup> Floor, Los Angeles, CA 90071, Attn.: Client Services Call Center. We must receive the request at least three (3) Business Days before the payment you want to stop is scheduled to be made. You must tell us your name, account number, the exact payment amount, the payment date and the person or company that is to receive the payment. If you call, we may also require you to confirm your request in writing and make sure we receive it within fourteen (14) days after you call. If you follow these instructions and we do not stop payment as you requested, we may be liable to you. You will be charged our regular stop payment fee for your request. Your stop payment request is effective for two (2) years and only for the preauthorized payment scheduled to be

made on the payment date that you give us and only for the exact amount and payee.

If you want preauthorized payments to a specific recipient permanently stopped, you must tell us and you must also notify the recipient that you are revoking the authorization and ordering the payments stopped. We generally do not notify the recipient. For specific recurring payments you want stopped, the stop payment order will remain in place until withdrawn.

You may cancel online bill payments or the Bill Pay service online, by phone, or by mail. Online or phone requests must be received by 6:00 p.m. Pacific Time on the payment processing date. All mail cancellation requests must be received three (3) Business Days or more before the payment processing date. If you call to cancel an online bill payment or cancel your bill payment service, we may also require you to put your request in writing. To cancel your Bill Pay service, you must first cancel all pending bill payment requests, then must call us at (800) 773-7100. See the *City National Online® Access Agreement & Disclosure*.

You may not stop payment on a one-time transaction originated by use of your Check Card or ATM Card. If you have arranged to have regular payments made using your Check Card, you must contact the merchant or payee directly to stop payment on a payment. The payee may require advance notice of such a stop payment.

### **Notice of Varying Amounts**

If a payment is processed for a different amount or on a different date it will not be stopped. If these regular preauthorized payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

### **Notification of Preauthorized Deposits**

If you have arranged for a direct deposit to be made to your account from the same person or company at least once every sixty (60) days, you can call us at **(800) 773-7100** to find out whether or not the deposit has been made.

## ***Documentation of Transactions***

### **Terminal Transfers**

You can get a receipt at the time you make any EFT to or from your account using one of our ATMs or at a point-of-sale terminal. If you do not receive a receipt for a transaction conducted at a CNB ATM, please contact us at (800) 773-7100.

### **Preauthorized Credits**

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 check City National Online, our Mobile Banking service, Telephone Banking service, enroll in account alerts or call us at (800) 773-7100 to find out whether the deposit has been made.

### **Periodic Statements**

We will send you or make available to you online, as you designate, a monthly account statement for your account(s), showing your EFTs and other activity from and to each account. You are responsible to promptly review your statement for accuracy.

## ***Your Liability***

You are responsible to us for all damages or liability arising by reason of your failure to abide by the terms and conditions of this Agreement as they apply to our consumer EFT services or misrepresentations concerning your use of your Check Card, ATM Card, our City National Online or Mobile Banking services, or other EFT services, to the extent permitted by law.



Tell us AT ONCE by calling us toll free at **(800) 773-7100** if you believe your Check Card or ATM Card, the card number for either card, your PIN, or your City National Online or Mobile Banking login information or password has been lost or stolen or disclosed to an unauthorized person. Also tell us immediately if any of your accounts have been accessed or an EFT has occurred 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 available overdraft protection). If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used your card, PIN, or online or mobile login credentials without your permission, or otherwise initiated an unauthorized EFT.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Check Card or ATM Card, PIN, password or online login credentials, and we can prove we could have stopped someone from making an EFT 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, tell us AT ONCE. If you do not tell us within sixty (60) days after the first statement which shows the transfer was mailed to you, you may not get back any money you lost after the sixty (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 periods.

To report an error or to contact us, you may call us toll free at **(800) 773-7100** or write us at City National Bank, 1801 West Olympic Blvd., 3<sup>rd</sup> Floor, Los Angeles, CA 90006, Attn.: Deposit Services.

*PLEASE NOTE: Under Visa and CNB rules, you, as a Check Card consumer cardholder, may not be liable for the unauthorized use of your Check Card. This "zero liability policy" may also apply to ATM card transactions made at Plus or Interlink network ATMs. You must, immediately upon discovery, report to us the fraud, theft or loss of your Check Card. You must also: (a) not have been grossly negligent when safeguarding your card from loss or theft; (b) not have been engaged in fraudulent activity respecting the handling or use of your card; and, (c) have maintained your account in good standing.*

### **Use of EFT Services by Another Person**

You are responsible for all transactions and charges incurred by your use, or use by anyone authorized by you, of your Check Card, ATM Card, or any other EFT services. You will take reasonable precautions to prevent unauthorized use of your Check Card, ATM Card, PIN, or City National Online or Mobile Banking login credentials, and you will not disclose your card PIN or online login information to anyone whom you do not want to use it. If you disclose such information to anyone and that person then conducts a transaction using your Check Card, ATM Card, or City National Online or Mobile Banking services, the EFT transaction will be deemed authorized and the person will continue to be authorized to conduct transactions until you notify us otherwise by telephone at **(800) 773-7100**.

### ***The Bank's Liability***

We may be liable to you for damages or loss you incur 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. However, we are not responsible or liable to you if a transaction originated by use of your Check Card or your ATM Card is refused by anyone for any reason. We are not responsible or liable to you if, through no fault of ours, you do not have enough money in your Designated Account to make a transfer you order or authorize from the account or if the transfer would go over your overdraft protection, if any, or transactions on your account are restricted by legal process or otherwise. If you attempt to conduct a transaction at an ATM, we are not responsible or

liable to you if the machine does not have enough cash to complete your transaction or the terminal or system is not working properly and you know about the breakdown when you start the transaction. We are not responsible or liable to you if you attempt to use your Check Card or ATM Card during the period when our processing service is not available because of maintenance.

### **Interest Compensation**

If we are obligated to pay you for loss of interest as a result of an error of ours or a delay in processing your payment order, we may pay interest at our savings account rate.

### **Limitation of Liability for Circumstances Beyond Our Control**

We shall not be liable to you if we fail to credit, or delay credit for, a fund transfer to your account, or if we fail to transmit or delay transmission of your payment order because of circumstances beyond our reasonable control. Such circumstances include, but are not limited to, legal process, labor unrest, equipment or software failure, interruption of communication facilities, civil unrest or disturbance, natural catastrophe, or acts of government authority. We shall not be responsible to transmit a payment order, that, in our opinion, may violate any guideline, law, rule or regulation of any government authority, and we shall not be liable to you or anyone else for our refusal to do so. Our entire liability, and your sole remedy, for any failure or delay shall not exceed the lesser of your actual damages or the fees actually paid to us by you for our fund transfer service and associated account maintenance fees during the six (6) months preceding the date of the alleged failure or delay.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES.

### **Limitation on Actions for EFT Transactions**

Except as may otherwise be required by law, any action on any EFT transaction must be commenced within the same statute of limitation period applicable if the transaction had been conducted by check. If the action is not commenced within the applicable period, it shall be barred and we shall not be otherwise liable to you for the transaction.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make 1) Where it is necessary for completing transfers; 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 your written permission. Refer to our *Privacy Policy*, which is provided annually to you and is available by contacting your Client Representative, calling us at **(800) 773-7100**, or at *cnb.com*.

In the event you require emergency cash or emergency card replacement services through Visa, you agree that we may provide personal data to Visa U.S.A., its members or their respective contractors to meet your requirement.

### **Telephone Banking Service**

Our Telephone Banking service allows you to obtain information about your checking and savings accounts with us and, with authorization, to order the transfer of funds between your checking and savings accounts with us using a touch-tone telephone or as we otherwise permit. You may be required to complete our *Telephone Banking Agreement* form before we will provide the transfer service. Transfers between accounts are only processed on our Business Days. Transfer orders received on a

Business Day during normal business hours and before our cut-off hour are usually processed at or about the time of the receipt of the order. Transfer orders received after our cut-off hour on any Business Day or on a day that is not a Business Day for us will be processed on our next Business Day. You may use our Telephone Banking transfer service 24 hours a day, seven (7) days a week. We may restrict transfers between accounts to the amount of collected funds in the account. For more information, refer to our *Fee Schedule*.

We may provide you with a security code that may be required to conduct a transaction through our Telephone Banking service. That security code must be safeguarded as you would safeguard a PIN. You may change the security code we provide you at any time using our Telephone Banking service.

## CNB VISA CHECK CARD AND CNB ATM CARD

### ***CNB Visa Check Card Transactions and CNB ATM Card Transactions***

You may use your CNB Visa Check Card ("Check Card") as a debit card to pay for transactions at merchants participating in the networks identified on your card. You may also use your Check Card as an automated teller machine ("ATM") card to perform transactions at CNB ATMs and certain other ATMs in the networks identified on your card. Access to savings accounts is available through an ATM.

You may use your CNB ATM Card ("ATM Card") to perform transactions at CNB ATMs and certain other ATMs participating in the networks identified on your card. You may also use your ATM Card to pay for PIN-based purchase transactions at merchants participating in the networks identified on your card.

Your Check Card and your ATM Card remain our property and must be returned to us upon request. You must sign your Check Card and your ATM Card upon receipt. Retention of, signature on or use of either card constitutes your agreement to comply with the terms and conditions set out in this Agreement and as they may be amended or otherwise changed by us from time to time. We reserve the right to terminate your use of your Check Card or your ATM Card at any time with or without cause and without prior notice to you.

Your Check Card or your ATM Card must be linked to a Designated Account. We may deduct from the Designated Account the amount of any transaction originated by use of either card as well as the amount of any fee or charge assessed by us or by others for use of either card. Your account and transactions conducted using either your Check Card or ATM Card are subject to our applicable *Fee Schedule* and the terms and conditions in this Agreement. To request a copy of the applicable *Fee Schedule*, contact your Relationship Manager or Client Representative at your branch.

### **Your Personal Identification Number ("PIN") and Security Code**

A PIN is provided at the time you first receive your card to conduct a PIN transaction using your Check Card or ATM Card. You may change the PIN at any time and we encourage you to do so. It is your responsibility to keep your PIN secure. You agree not to write your PIN on your Check Card or ATM Card or anything you carry with or near your card. You agree not to tell anyone else your PIN. You agree not to let anyone else use your Check Card or ATM Card. You agree not to allow anyone to see you entering your PIN in any machine. If you do any of the foregoing, a person

conducting a transaction on your account, using your PIN, may be deemed authorized to do so by you.

### **Overdrafts Using Your Card**

You shall maintain sufficient collected funds or available overdraft protection in your Designated Account at all times. The amount of funds shall be sufficient to allow us to deduct from the account or hold in the account the transaction amount when we are notified of a transaction or when a transaction is presented or charged. CNB does not offer overdraft coverage for consumer Check Card or ATM transactions. If you do not have sufficient collected funds or available overdraft protection in your account at the time you request the transaction, the transaction may be rejected.

If an overdraft occurs in your account by use of your Check Card or ATM Card, you must repay the overdraft at once. CNB will not charge an overdraft fee for an overdraft resulting solely from a Check Card or ATM Card transaction; however, a continuous overdraft fee may be assessed. Refer to our *Fee Schedule*.

You acknowledge that neither your Check Card nor your ATM Card is a credit card and neither card automatically provides credit or overdraft protection. You must apply separately for a credit line or for overdraft protection for your account.

### **Disputes with Merchants Regarding Goods and Services**

You are responsible to settle directly with the merchant or other business establishment that accepted your Check Card or ATM Card any claim or defense with respect to goods or services purchased with your card. Any such claim or defense that you assert will not relieve you of your obligation to pay the total amount of the transaction plus any appropriate charges we may be authorized to make. We are not responsible for any damages or liability if a merchant misrepresents the quality, price or warranty of goods or services you pay for by using your Check Card or ATM Card.

### **Refunds**

You may not receive cash refunds for purchases you make using your Check Card or ATM Card. If a merchant that honors your Check Card or ATM Card gives you credit for merchandise returns or adjustment, the merchant will do so by sending us a credit that we will apply as a credit to your Designated Account with us.

### **Foreign Transactions**

If you use your Check Card or ATM Card to conduct a transaction in a foreign currency, we will charge your account for the U.S. Dollar equivalent of the transaction currency as transmitted to us. The transaction currency amount will be converted to U.S. Dollars, the billing currency, by the bank or network through which the transaction is processed in accordance with its operating regulations or conversion procedures in effect at the time the bank or network processes the transaction. The exchange rate used for the conversion will be selected by the processor from a range of rates available in the wholesale currency market on the date of conversion or such other date as is provided in the processor's regulations, which rate may vary from the rate the processor itself receives, or the applicable government-mandated rate then in effect. The exchange rate used on the conversion date may differ from the rates available on the date the transaction was conducted or on the posting date identified in your monthly statement and may also differ from the rates available through financial institutions in the country in which the transaction was conducted. We do not determine the exchange rate. You agree to pay all charges and accept all credits for the converted transaction amounts. In addition, we will charge an International Transaction fee for each card transaction conducted in a foreign currency. Refer to our *Fee Schedule*.

## **Using Your Check Card or ATM Card at ATMs**

You may use your Check Card or your ATM Card at our ATMs and at other ATMs participating in the networks identified on your card.

Your card has access to your Designated Account. However, if you wish to access more than one account through ATMs, you may do so by advising us of the CNB accounts you wish to access. You may access your checking or money market accounts plus your savings account. If you wish to add an account to your card, please contact us.

You can use your card at one of our ATMs to:

1. Check the balance in your Designated Account and each account you have added for access.
2. Withdraw cash from these accounts. You may withdraw up to the total of your disclosed daily limit.
3. Transfer funds between these accounts.
4. Make deposits to these accounts at ATMs that accept deposits to a CNB account.

There is no transaction charge by us when you use your card to conduct a transaction at a City National Bank ATM.

Most of our ATMs are available 24 hours a day, seven (7) days a week, except for brief periods when routine maintenance, inspection or repair is required. Some of our ATMs located in building lobbies have limited availability and some do not accept deposits. For the locations and availability of our ATMs, please call the telephone number listed on your statement or contact us at **(800) 773-7100** or visit *cnb.com*.

You may use either card to conduct some of the transactions listed above at ATMs operated by other institutions. If you conduct a transaction at an ATM that is not operated by us, the operator of the machine or any network used to complete the transaction may impose a surcharge or fee. In addition, we charge a per withdrawal fee for each cash withdrawal conducted at an ATM operated by another institution. Refer to our *Fee Schedule*. Not all ATM services may be available at ATMs not owned by CNB.

All withdrawals, deposits and transfers are subject to later verification by us. If you perform transactions at an ATM on a day that is not a Business Day or after our ATM processing cut-off time, your transaction will be posted to your account on our next Business Day.

## IF YOU ARE A CONSUMER AND DISCOVER ERRORS OR HAVE QUESTIONS ABOUT YOUR STATEMENT OR ANY TRANSACTION

Contact us AT ONCE if you think your statement or transaction record is not correct or if you need more information about a transaction listed on the statement we provide you or the transaction record you receive at the time of the transaction. Call us at **(800) 773-7100** or write us at City National Bank, 1801 West Olympic Blvd., 3<sup>rd</sup> Floor, Los Angeles, CA 90006, Attn.: Deposit Services.

We must hear from you no later than sixty (60) calendar days after the date we sent you the first statement on which the problem or error appears. If you tell us orally, we may still require you to send us your complaint or question in writing within ten (10) Business Days. We need your name, account number, the date, the type and dollar amount of the transaction or suspected error and your card number, when applicable, as well as a description of the error or transaction.

Explain as clearly as you can why you believe the transactions is an error or why you need more information.

We will determine whether an error occurred within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 for 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 provisionally credit your account.

For errors involving new accounts, point-of-sale purchase transactions, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. Your account is considered a "new account" for thirty (30) calendar days after the account is opened, if you have no other deposit relationship with us and you are a new client.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

## INTERNATIONAL WIRE TRANSFERS FOR CONSUMERS

The information in this section applies to requests for wire transfers made from a CNB consumer account to a person or business in a country outside the United States (a "remittance transfer"). The information does not apply to wire transfers sent to a person or business within the United States or from a business or other non-consumer account. If you, as a consumer, request a remittance transfer, we, the Bank, as your remittance transfer provider, will provide you a disclosure at the time of your request. The information contained in the disclosure will include the remittance transfer amount, our fees to send the remittance transfer, the exchange rate if applicable, the net amount to be received by the designated recipient, and the date by which funds will be available to the recipient.

- We may ask you the currency in which the recipient's account is held at the recipient's bank abroad. If you do not know, you may request to send the transfer in U.S. Dollars or in local currency of the country where the recipient's account is maintained. We will assume that this transfer will be credited to your recipient in the currency you have chosen and as reflected in the disclosures we provide you.
- The manner in which we will provide the required disclosure information to you is governed by law and depends upon the manner in which we received your request.
- You will have 30 minutes following authorization for payment of the remittance transfer to cancel the transaction for a full refund.
- The daily cut-off time for requesting a remittance transfer may be earlier than for wire transfers to U.S. locations, and there may be a delay in processing your request to allow for the required disclosure and your cancellation rights.

### **What to do if you want to cancel a remittance transfer:**

- You have the right to cancel a remittance transfer and obtain a full refund of funds paid to us, including any fees. In order to

cancel, you must contact us at **(800) 575-5501** within 30 minutes of payment for the transfer.

- When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) Business Days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into a recipient's account.

### **What to do if you believe there is an error in the remittance transfer:**

If you believe an error or problem occurred in your remittance transfer, you must contact us at **(800) 575-5501** within 180 days of the date we indicated to you that funds would be made available to the recipient.

When you do, please tell us:

- Your name and address.
- The error or problem with the transfer, and why you believe it is an error.
- The name of the person or business receiving the funds and, if you know it, the telephone number or address.
- The date and dollar amount of the transfer.
- The CNB account number debited for the transfer.

We will determine whether an error occurred within 90 days after you contact us and tell you the results of our investigation within three (3) Business Days after completion. We will correct any error promptly. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

We reserve the right to refuse to process a remittance transfer if you do not provide the information we require, if we are unable to determine any information required to be disclosed by us to you in connection with the transfer, or if we are unable to deliver required disclosures to you in the manner prescribed by law.

## OTHER FUND TRANSFERS

There are other types of fund transfers which are **not** consumer EFTs governed by the Electronic Fund Transfer Act and Regulation E. These fund transfers are governed by the Uniform Commercial Code ("UCC") applicable to your account, the rules and regulations of the fund transfers system through which the funds are sent, and by the terms and conditions stated in this disclosure and our *Account Agreement and Disclosures*. These fund transfers include transfers through the Federal Reserve Bank system by means of Fedwire or through a similar wire transfer system, but exclude consumer "remittance transfers" (see "International Wire Transfers for Consumers" above). They also include automatic transfers between consumer accounts at CNB ("on us" transfers), telephone transfers made other than pursuant to our *Telephone Banking Agreement*, and any funds transfer the purpose of which is the purchase and sale of a security or commodity. The terms and conditions that follow apply if you request that we act as the "Originating Bank" for a "payment order" from you or as the "Beneficiary Bank" for a payment order to you as these terms are defined in the UCC. These terms do not generally apply to transfers originated by check, draft or other written item.

Any Authorized Signer on an account may initiate fund transfers from the account by means of a payment order unless you and we have otherwise agreed. These fund transfers may be initiated by

payment order in the form of a written communication received directly or by facsimile transmission, orally, by telephone or electronically. If an Authorized Signer uses a facsimile signature, we may rely and act upon the signature as stated under "General Account Information and Terms" in the *Account Agreement and Disclosures* brochure. Each payment order shall be authenticated by means of a security procedure established by agreement between you and us for the purpose of verifying that a payment order or communication amending or canceling a payment order is from you or for the purpose of detecting error in the transmission or the content of the payment order or communication.

### ***Fund Transfer Payment Order Security Procedures***

We make available a variety of means to authenticate payment orders including those initiated through our Treasury Management Services. See your Relationship Manager or Client Representative at your branch for details. If you do not use our Treasury Management Services to initiate and authenticate a payment order or the services are not available for you, you and we agree that a callback procedure shall be the security procedure that will be used to authenticate your payment order. You shall make available yourself or a person authorized to verify payment orders for fund transfers by means of a callback. If no person is available to respond to our callback, we may delay or refuse processing the payment order and the electronic fund transfer without liability to you.

If you refuse to agree to authenticate a payment order by means of a security procedure which we make available to you and you do not authenticate the payment order by means of an agreed security procedure, the fund transfer shall be deemed authorized by you and we shall not be liable to you if it is later determined that the payment order was unauthorized or erroneous.

### ***Exceptions to Use of Security Procedures***

Any Authorized Signer on your account may initiate a payment order for a fund transfer between accounts established in the same name with us by you when the Authorized Signers on the account are the same and no callback or other security procedure will be required.

You may authorize a periodic transfer to a designated person or to an account at another bank and, after the initial transfer is authenticated by means of a security procedure, we may continue to initiate the periodic transfers as you initially instructed without use of a security procedure until you tell us to stop.

### ***Fund Transfer Cut-Off Times***

We establish daily "cut-off" times that may vary by branch and may also vary by transaction type. Payment orders for transactions received after the cut-off time are considered received on our next Business Day.

### ***Right to Reject a Fund Transfer***

We reserve the right to reject a payment order to transfer funds from your account or a payment order to transfer funds to your account, including an "on us" transfer. We will notify you if we reject a payment order from your account no later than our next Business Day. We are not obligated to notify you if we reject a payment order to your account, although we may attempt to do so.

### ***Right to Limit the Amount of a Fund Transfer***

You may establish a limit on the amount of any payment order to transfer funds from your account. See your Relationship Manager or Client Representative at your branch for details. We reserve the



right to limit the amount of any payment order to or from your account at any time without prior notice to you. We may, but are not obligated to, advise you in advance of any limitation we shall establish but we may, thereafter, change the limit at any time without notice to you. We shall incur no liability to you for delaying the initiation of, or refusing to initiate, any fund transfer which may exceed any limitation established hereunder.

### ***Accurate Account Number and Beneficiary or Bank Information – Effect of Inconsistent Information***

If you send a payment order, you must accurately identify the account number that will receive the funds from the order, the beneficiary of the payment order and the beneficiary's bank. If you select the intermediary bank, it must also be accurately identified.

PLEASE NOTE: We, any intermediary bank and the beneficiary's bank may process a payment order solely on the basis of the account number even if that number does not correspond to the beneficiary's bank or the named beneficiary of the payment order at the beneficiary's bank. You are obligated to pay any such order originated by you.

### ***Notice of Incoming Fund Transfers***

If you are the beneficiary of a fund transfer, we are NOT required to give you notice of the receipt of the fund transfer on which you are the beneficiary before the end of our next Business Day. We will provide notice to you on your account statement or you may check your account online, by telephone, or by contacting us.

### ***Incoming Third-Party Transfers***

We have no obligation to accept fund transfers for persons or entities that do not maintain an account relationship with us. Any such transfers may be rejected without notice.

### ***Cancellation or Amendment of Fund Transfers***

A payment order may not be cancelled or amended after we have accepted it. If we attempt to cancel or amend a payment order at your request, we shall incur no liability if we are unable to do so.

### ***Unauthorized Fund Transfers***

You are obligated to pay us for an unauthorized payment order for a fund transfer, including any amendment or cancellation request, if the payment order is received by us, purports to come from you, and is acted upon by us in compliance with a security procedure agreed upon by you and by us. Such a payment order is effective as if made by you even though the order was not transmitted or authorized by you.

### ***Erroneous Fund Transfers You Order***

You are obligated to pay us for an erroneous payment order, including any amendment, which you actually give us even if we did not comply with our agreed security procedure and the error would have been detected had we complied.

### ***Notice of Erroneous or Unauthorized Other Fund Transfers***

Examine your monthly account statement for your account(s) showing transactions and other activity on each account promptly. You must notify us at once if there is an error or discrepancy in any notice or statement you receive from us about a fund transfer, including a fund transfer you believe is unauthorized. If you fail to notify us of any such error, discrepancy or unauthorized transfer within thirty (30) days [fourteen (14) days in New York] following the day we send you the first notice or statement that contains

evidence of the error, discrepancy or unauthorized transfer, you assume liability for all loss, including loss of interest, which results from such failure. In the case of any unauthorized other fund transfer, you specifically agree that we shall not be liable for any loss of interest you incur by reason of your failure to give us notice.

### **Limitation on Actions for Other Fund Transfer Transactions**

Except as may otherwise be required by law, any action on any business or other fund transfer transaction must be commenced within the same statute of limitation period applicable if the transaction had been conducted by check. If the action is not commenced within the applicable period, it shall be barred.

## IF YOU HAVE QUESTIONS ABOUT ANY OTHER FUND TRANSFER

Contact us AT ONCE if you think a transaction on your account is unauthorized or otherwise erroneous or you have a question about your statement. You may contact your Relationship Manager or Client Representative directly or you may call us at **(800) 773-7100** or you may write us at City National Bank, 555 South Flower St., 20<sup>th</sup> Floor, Los Angeles, CA 90071, Attn.: Client Services Call Center. Failure to contact us promptly may prevent us from blocking an unauthorized transaction or recovering money for you and may also further limit our liability to you.

## PROTECTING YOU AND YOUR ACCOUNT WHEN MAKING ELECTRONIC FUND TRANSFERS

Fraud is an ever-growing problem. It is in your best interest to take precautions to protect yourself while conducting banking transactions at home and at your place of business. As part of our ongoing efforts to serve all of your financial needs, here are suggestions to help increase your personal safety and reduce the risk of fraud and identity theft.

### **Account Monitoring:**

1. **Review your statement regularly** and notify us right away of any unauthorized transactions.
2. **Take advantage of online, mobile and telephone banking services.** You can catch unauthorized transactions early by checking your account details often. CNB's online, mobile, and telephone banking options allow you to check account activity conveniently and often.

### **Card and Personal Identification Number ("PIN") Safety:**

1. Report lost or stolen cards immediately.
2. Sign your card on the signature panel as soon as you receive it.
3. Protect your cards as if they were cash.
4. Make a comprehensive list of all your cards and their numbers and store it in a safe place.
5. Don't leave your card in the glove compartment of your car.
6. When selecting a PIN avoid using information that can be tied to in-wallet information.
7. Never write down your card PIN; memorize it instead. Also, never use your PIN as a password.

8. Do not reveal your card PIN to anyone. We or any agent of ours will never request you to divulge your PIN in an oral or written manner.
9. Whenever possible, keep an eye on your card when making a transaction. Ensure that you get your card back after every purchase. If any activity during the transaction concerns you, call us.
10. Always check sales vouchers for the correct purchase amount, and keep copies of receipts. Always check your account statement and verify the amounts of your purchases.
11. Don't volunteer any personal information when you use your card, other than by displaying personal ID as requested by a merchant.
12. Don't lend your card or PIN to anyone. You are responsible for its use. Some card misuse can be traced directly to family and friends.

***Automated Teller Machine ("ATM") Safety:***

1. Plan ahead to minimize your time at an ATM. Prepare as much of your transaction in advance as you can at your home or office by filling out your deposit slip and endorsing the checks "for deposit only" to your account.
2. When you approach an ATM location, look around and be alert to your surroundings, especially in areas unfamiliar to you. If you observe any suspicious person or unusual activity near the location at any time, do not use it and go somewhere else. At night, if the ATM location is not well lighted, do not use it and go somewhere else.
3. Consider going to an ATM location with someone you know and trust. Do not accept assistance from anyone you do not know and trust when using an ATM.
4. Prevent others from seeing you enter your PIN when using an ATM. Consider using your body to shield the view of the keypad.
5. If you notice anything suspicious or any other problem arises after you begin your transaction, cancel the transaction, recover the card you are using from the ATM and leave.
6. When your transaction is complete, recover your card, your receipt and any cash you have requested from the ATM and promptly leave the area. Do not display money taken from the ATM. Put the money away and wait until you are in a safe place to verify it. Mark each transaction in your account record but do so away from the machine in a safe place. Do not leave a receipt at the ATM location because it may contain important account information. Compare your records with the account statement you receive.
7. When using any drive-up ATM facility, lock your car doors and roll up all the windows except the window you are using. If you keep your engine running, be sure your car is in "park" or "neutral" and the brake is set.
8. Do not let anyone else use your card. Do not disclose your PIN to anyone else, even if the person is offering assistance. Do not write your PIN on your card. If you lose your card or it is stolen or your PIN is lost or stolen, report the loss to us at once.

PLEASE NOTE: The activity at our ATMs may be recorded by surveillance cameras.

In the event of an emergency, contact your local police or 911.

Please report any complaint you may have concerning the safety or security of any of our ATMs or any emergency to our ATM security division at **(213) 427-5454** or **(800) 773-7100**.

In New York, complaints about the security of our ATMs may also be reported to the New York Department of Financial Services at telephone number (800) 342-3736. Use the nearest available public telephone to call the police if emergency assistance is needed.

Unfortunately, we cannot guarantee your safety when using our ATMs. In general, if you see anything that worries you in the vicinity of an ATM, do not use it. Report suspicious activity near an ATM to the police. If the ATM is a CNB ATM, report the suspicious activity to us as well. Also, please tell us if you have any problem with one of our machines, for example, if the lighting is not working properly or there is damage to the machine, so that we can correct the problem promptly and continue to provide you the best banking services possible.

### ***Online Safety:***

1. Never send account information, such as your account number, PIN, online or mobile login credentials, or sensitive personal information, such as your Social Security number, in the body of an unsecure email.
2. Beware of phishing emails. These are emails that appear to be from your bank or an online merchant asking you to provide or validate your account information. CNB and reputable merchants will never ask for any account or personal information in an email.
3. Never click on Internet links within an email. Instead, type or copy the known URL into your browser.
4. Before making purchases online, be sure that the site has built-in security features to protect your account information. All reputable merchant sites use encryption technologies that will protect your private data from being read by others as you conduct an online transaction.
5. Do not use a public computer to shop online or access your account(s). Always remember to log off and quit the browser when you are finished. All it takes for someone to view your personal information is simply hitting the Back button.
6. To protect your information use only a computer that has a firewall in place. Install anti-spyware and anti-virus software and implement updates as soon as they are available.

## INTERNET FRAUD PROTECTION PRACTICES

In addition to other security practices and procedures that we may advise you about or provide you from time to time, here are some of the steps you should take to protect yourself from Internet (online) fraud:

1. Install an anti-virus program that will help fight viruses and malicious software on your computers, tablets, mobile phones and other devices. Use firewalls to secure and protect your home and/or office network.
2. Be conscientious about installing critical updates for your computer's operating system, which may include security updates. Better yet, set it up for automatic updates.
3. Keep your mobile devices with you or lock them away when they're not needed. Password-protect them to protect against unauthorized use. And, when it comes to apps, be careful

before you click. Only download from legitimate online stores.

4. If your computer is set up to "auto-load" removable media (e.g., USB drives, SD cards), disable this feature. Play it safe by scanning these items before you open them.
5. When it comes to your passwords, be extra diligent. Passwords should be complex, frequently changed, and unshared. And be sure to password-protect your router and other wireless connections.
6. Never open email attachments or click on links from unknown or suspicious sources, including social media sites.
7. Don't be manipulated. Disregard in-person, phone, text message, email or web requests that ask you to share your personal or account information unless you are sure the request and requestor are legitimate.
8. Be careful on social media. Avoid posting too much personal information. At the very least, utilize privacy controls to limit who can see what.
9. Be disciplined in the management of your financial accounts. Check them daily even if you have not initiated transactions and report suspicious activity to the bank right away.
10. Internet security is a family affair. Make sure all Internet users in your home are educated about online safety and know what needs to be done.
11. Read and understand your obligations as stated in our "Internet Fraud Notice to Account Holders and Agreements Respecting Internet Fraud and Security" in the *Account Agreement and Disclosures*.

**CITY NATIONAL BANK**



The way up.®

CNB Member FDIC  
Member Federal Reserve System

ID 61010 (Rev 02/2017)  
43233I003