



199 W. Girard Ave., Philadelphia, PA 19123 | 215.789.4200

ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

Effective March 1, 2022

CONSUMER LIABILITY: You will tell us AT ONCE if you believe your card 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 us is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card 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 or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

If you believe your card or code has been lost or stolen, please call our 24/7 toll free number at (800) 528 -2273 to block the card immediately.

Limitation of Liability for Unauthorized Master Card Point of Sale Transactions: You will not be liable for any unauthorized transactions using your card for point-of-sale transactions if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions has not been met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. 'Unauthorized use' means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get any money that 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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 funds transfer).

CONTACT US IN THE EVENT OF UNAUTHORIZED TRANSFER(S): If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (215) 789-4200 or write to Hyperion Bank, Customer Service Department, 199 West Girard Avenue, Philadelphia, PA 19123.

You should also call the above number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS: For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

TYPES OF TRANSFERS: You may authorize certain direct deposits to your checking or savings accounts. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card or code to:

- Make deposits to your checking and savings accounts;
- Pay for purchases at places that have agreed to accept the card or code;
- Transfer funds between your checking and savings account; and
- Withdraw cash from your checking and savings accounts

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

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

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS

Personal

- You may buy up to \$1,000.00 worth of goods or services each day by using your card or code in our point-of-sale transfer service; and
- You can withdraw up to \$500.00 from our terminal using your card or code each day

Business

- You may buy up to \$2,000.00 worth of goods or services each day by using your card or code in our point-of-sale transfer service; and
- You can withdraw up to \$1,000.00 from our terminal using your card or code each day

FEES:

- You will be charged \$5.00 per card for the issuance of replacement access cards; and
- If you use your card in a foreign country and/or make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transactions amount

CONFIDENTIALITY: We will disclose information to third parties about your account or transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us written permission

DOCUMENTATION:

Terminal Transfers: You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines or point-of-sale terminals.

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 you can call us at (215) 789-4200 to find out whether the deposit has been made.

Periodic Statements: You will get a monthly account statement from us for your checking and money market accounts. You will get a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS:

Stop Payments: 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 us at (215) 789-4200 or write to us at Hyperion Bank, 199 West Girard Avenue, Philadelphia, PA 19123. Your request must be received by us three business days or more before the payment is

scheduled to be made. If you call us, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you a \$30.00 fee for each stop payment order you give us.

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 Transfers: 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: If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for any losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no faults of ours, you do not have enough money in your account to make the transfer;
- If the automated teller machine where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and
- There may be other exceptions stated in your agreement with us

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER (For Consumer Accounts Only): If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, you will telephone us at (215) 789-4200 or write to us at Hyperion Bank, 199 West Girard Avenue, Philadelphia, PA 19123 as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

- Tell us your name and account number (if any);
- 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; and
- Tell us the dollar amount of the suspected error

*If you tell us orally, we may require you to send us your complaint or question(s) in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if it is 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 it is point-of-sale transaction, a new account, or a foreign initiated transfer) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days (20 business days if 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. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

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.

*The Error Resolution section above only applies to consumer accounts.