

# Notification of Changes to Your Debit and ATM Card Agreement and Important Information Concerning Electronic Funds Transfer

*Effective June 1, 2020*

This notice of change (“Notice”) amends, supplements and becomes part of your “Debit and ATM Card Agreement and Important Information Concerning Electronic Funds Transfer” (the “Agreement”) which governs the use of your debit and/or ATM card with us. This Agreement may be amended from time to time. Capitalized terms not otherwise defined herein, shall have the meaning assigned to them in the Agreement.

You should retain this Notice for your records. If you have any questions, visit your local Financial Center.

## **Section 1: Agreement and Definitions**

**The sixth sentence of the section titled “Agreement and Definitions” is replaced in its entirety by the following sentence:**

The term “Debit Card” refers to the plastic card bearing the Visa logo and hologram issued by the Bank, whether referred to as a Debit or Check Card in the Request Form, and the Debit Card may be used to (1) to withdraw cash at automated teller machines (“ATM transactions”); (2) to make purchases at merchants accepting VISA Debit Cards; (3) to



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pay bills directly to merchants or others using your PIN at merchants who offer this option or service; (4) to request cash back when making a purchase using your PIN at merchants who offer this service; (5) to use your Debit Card through a computer or Mobile Device to make payments through a Peer-to-Peer Payment System for merchants who accept mobile payments; (6) to choose whether and how you receive a receipt at the time you use your Debit Card at a merchant terminal; and (7) to receive, request and send transfers, such as through card networks or funds transfer systems (collectively, “Debit Card Transactions”).

**The following definitions are added to the section titled “Agreement and Definitions” as a new third paragraph:**

“Mobile Device” refers to a smartphone, tablet or any other handheld device or wearable communication device that allows you to electronically store or electronically present your Debit Card or Debit Card Number (“Digital Debit Card Number”) and use that Digital Debit Card Number to make Debit Card transactions.

“Peer-to-Peer Payment System (P2P)” refers to funds transfer apps that allows you to send or receive funds through a computer or Mobile Device using your Debit Card.

### **Section 3: Limitations on ATM Transactions**

**The first sentence of the section titled “Limitations on ATM Transactions” is replaced in its entirety with the following:**

The maximum dollar amount of ATM Transactions that we will authorize during any business day (as defined in Section 14 of the Agreement) is limited to the lesser of (1) the daily ATM withdrawal limit indicated on the card

carrier in which your ATM or Debit Card was delivered, or (2) the available balance in your Accounts, or (3) the limit(s), if any, imposed by the ATM you access to make such withdrawal.

### **Section 4: Limitations on Debit Card Transactions**

**The fourth paragraph of the section titled “Limitations on Debit Card Transactions” is replaced in its entirety with the following:**

You may not place a stop payment order on any one-time ATM Point of Sale or one-time Debit Card Transaction. For this reason, you should inquire about a merchant’s return or refund policy before entering into an ATM Point of Sale or Debit Card Transaction. Please note that a Debit Card deducts payments electronically from your checking or savings account; therefore, it is not always possible for the Bank to stop an electronic transaction before it clears. Therefore, if you have authorized someone to debit your account on a recurring basis through your Debit Card, then you must call or write us at the telephone number or address included in this Agreement to place a stop payment. You must also notify the Bank at least three (3) business days or more before the payment is scheduled to be made so that we have a reasonable time period to act on your request to stop a recurring Debit Card transaction. Otherwise, it will likely be necessary for you to resolve the matter with the merchant. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. We may charge a fee for a stop payment order, as disclosed on our current Schedule of Fees and Services. If the Debit Card Transaction was not authorized by you, please refer to our error resolution process in Section 23 of this Agreement entitled, “In Case of Errors or

Questions About Your ATM or Debit Card, ATM, ATM POS, or Debit Card Transactions.”

## **Section 5: Using Your Debit Card Through a P2P Service Provider, Computer or Mobile Device**

**The following new provision is added to the Agreement as new Section 5 entitled “Using Your Card Through a P2P Service Provider, Computer or Mobile Device” and reads as follows:**

This section governs your use of a Debit Card through a P2P Service Provider, Computer or Mobile Device. When using your Mobile Device, specifically, for Debit Card Transactions:

- Availability may be affected by your mobile carrier’s coverage area, and your mobile carrier may charge you message and data rates, or other fees.
- Your Debit Card number may be sent across wireless and computer networks.
- Information about your Mobile Device may be transmitted to us.
- Secure your Mobile Device the same way you would your cash, checks, credit cards, and other valuable information. Ensure that you password protect or lock your Mobile Device to prevent unauthorized use of your Debit Card information.
- Notify us immediately if your Mobile Device containing your Debit Card information is lost or stolen.
- When you make a purchase or payment using your Mobile Device, the merchant may not provide an option for cashback.

When using your Debit Card with your P2P Service Provider, Computer or Mobile Device for transactions, third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may: (1) use and receive your Debit Card number, and (2) receive information about your computer and/or Mobile Device.

We may, at any time, partially or fully restrict your ability to make Debit Card Transactions through a P2P Service Provider, computer or Mobile Device.

You can register your Debit Card through certain P2P Service Providers, such as Zelle®, by downloading the Service Provider’s mobile app onto your Mobile Device. Your Debit Card is a Fast Funds Enabled Debit Card. This refers to the ability of your Debit Card to receive and send funds with a P2P Service Provider within minutes after a transaction has been approved. Please note that, in certain instances, a transaction may take longer.

In order to send or receive funds utilizing a P2P Service Provider, you must have an eligible checking account, accept the applicable terms and conditions of the P2P Service Provider, register for the service, and complete any other enrollment procedures required by the P2P Service Provider. Once registered, you may authorize a debit of your Account to send money to another person at your initiation; and receive money from another person. Please note that your P2P Service Provider may place limits on the frequency and/or on the dollar amounts of your Debit Card Transaction. You expressly acknowledge and agree that by registering your Debit Card with a P2P Service Provider and using a computer or Mobile Device to send

and receive funds transfers, you accept sole responsibility and risk for any losses or damages you may incur. Any errors or unauthorized transactions that occur when using your Debit Card with a P2P Service Provider require that you contact your P2P Service Provider immediately in order to keep your losses down. Please refer to your P2P Service Provider's terms and conditions for further information.

You should not use P2P Service Providers to send money to recipients with whom you are not familiar. We recommend that you send money to friends, family and others you trust when utilizing P2P Service Providers.

**The addition of a new section 5 titled "Using Your Card Through a P2P Service Provider, Computer or Mobile Device" results in the renumbering of current sections 5 through 22. Therefore, current section 5 entitled "Opt-in to Overdrafts" becomes section 6. All numbered sections which follow are renumbered in sequence.**

**Current section 7 entitled Collection and Overdrafts is new section 8.**

**The third and fourth sentences in the first paragraph of the section entitled "Collections and Overdrafts" are replaced in their entirety by the following sentences:**

Generally, we authorize or decline the transaction based on your available balance. If you have a line of credit linked to your account for overdraft protection, we add the amount of funds available under the line of credit to your available balance. If we authorize the transaction, we then place an Authorization Hold on your account in the amount of the authorization request which immediately reduces

your available balance by the amount of the request. During nightly processing, the amount of the Authorization Holds for the one-time Debit Card or ATM transactions that have not yet been presented for payment are temporarily added back to your available balance. This returns those funds to your available balance and allows only debit items that we are obligated to pay to post to your account. The amount of funds returned to the available balance are only available to pay debit items we are obligated to pay and are not available for debits we are not obligated to pay. After the debit items we are obligated to pay are posted to your account, the outstanding Authorization Holds are reapplied, reducing your account's available balance.

**The following sentence is added to the end of the first paragraph of the section entitled "Collections and Overdrafts":**

Please note that the term "pre-authorization" as used in this Agreement has the same meaning as the term "Authorization Hold" as defined in the Deposit Agreement.

**Current section 11 entitled Currency Conversion and International Transactions is new section 12. The fourth paragraph is replaced in its entirety by the following:**

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.