

## **First State Bank and Trust**

### **DISCLOSURES AND RULES GOVERNING ELECTRONIC FUND TRANSFERS**

Since you are a customer of the Bank, Federal Reserve regulations require the Bank to advise you of regulations affecting Electronic Fund Transfers to or from your accounts. The regulations outlined in this Part V will apply to you if you have an account (other than account held under a bona fide trust agreement) established primarily for personal, family or household purposes and utilize one or more of the electronic fund transfer services offered by the Bank such as Visa debit card and point of sale transactions, electronic check transactions, the direct deposit of federal recurring payments, or automated clearinghouse transfers (such as payroll, dividend checks or automated bill paying). If you have any problems, questions or would like to resolve any errors, please write or telephone the Bank during regular business hours on any business day (Monday through Friday, excluding Holidays) at the address or telephone number listed: **First State Bank & Trust, P.O. Box 219, Tonganoxie, KS 66086-0219 or (800) 463-7782**

**CONSUMER LIABILITY** Tell the Bank AT ONCE if you believe your Visa debit card and/or personal identification number has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell the Bank within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Visa debit card or personal identification number without your permission.

If you do NOT tell the Bank within two business days after you learn of the loss or theft of your Visa debit card or personal identification code, and the Bank can prove that it could have stopped someone from using your Visa debit card or personal identification number without your permission if you had told the Bank, you could lose as much as \$500.

Also, if your statement shows transfers/transactions that you did not make, tell the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if the Bank can prove that it could have stopped someone from taking the money if you had told the Bank in time.

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

**CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFERS** If you believe your Visa debit card and/or personal identification number has been lost or stolen or that someone has transferred, or may transfer, money from your account without your permission, write, telephone or e-mail the Bank at the address or phone number shown in this Agreement.

#### **TYPES OF TRANSFERS AND LIMITATIONS:**

**ATM Transactions** are those instituted at an automated teller machine initiated using your Visa debit card and personal identification number. If we have issued you a debit card, it has ATM capabilities. Any reference in this Electronic Funds Transfer Notice to an ATM card shall also refer to your use of a debit card at an ATM.

**Direct Deposits** are preauthorized credits to your designated checking/savings account by governmental agencies, employers or other third parties which are transmitted electronically, such as direct deposit of Social Security checks, payroll checks, etc.

**Automated Clearing House Debits or Credits** are preauthorized periodic payments to, or receipts from third parties by electronic means, such as automatic payment of your insurance premiums, utility bill, etc.

**Point of Sale Transactions** are purchases of goods and services paid for by debiting your checking account through a point of sale terminal at the location of a participating merchant, which are initiated through the use of your Visa debit card and personal identification number.

**Electronic Check Transactions** occur when a merchant uses your blank, partially or fully completed check to obtain information for initiating a one-time ACH transaction from your account.

Federal regulations limit the payments you may make from your money market account to third parties to six (6) per statement cycle. There will be no limitation on the number of withdrawals from your money market account when such withdrawals are completed in person or through an automated teller machine.

Transactions that may be performed at an automated teller machine depend upon the location as indicated below. Cash withdrawals will be limited to a maximum of \$505 per business day cycle. Purchases of goods & services per business day cycle will be limited to a maximum of \$2,505.00. If our ATM network host is unavailable or if the network system is off-line; your cash withdrawal will be limited to \$100 per business day, and purchases of goods and services, inclusive of cash withdrawals will be limited to a total of \$100 per business day. For purposes of applying this limit, a business day cycle generally starts at 12:00 a.m. on one business day and continues until 12:00 a.m. on the next business day. Thus, for example, the period from 12:00 a.m. on Friday until 12:00 a.m. on the following Monday (or Tuesday, if that Monday is a Holiday) is one business day cycle. Service is usually available 24 hours per day, 7 days a week. If you do not use your Visa debit card for 12 successive months, the Bank may make your card inactive.

Subject to these general limitations, the following types of transfers are available:

1. At an automated teller machine owned by the Bank, you may use your Visa debit card and personal

identification number to:

- a) Withdraw cash from your checking or savings account. There is a \$500 limit per transaction.
  - b) Make a deposit to your checking or savings account and immediately withdraw up to \$100 of the first deposit made on that business day.
  - c) Transfer funds either way between your checking and savings account.
  - d) Determine the balance in your checking, money market and/or savings account.
2. At automated teller machines owned by other institutions, you may use your Visa debit card and personal identification number to:
    - a) Withdraw cash from your checking account or savings account. The limit on the amount of cash that may be withdrawn in any one transaction may vary from machine to machine.
    - b) Transfer funds either way between your checking account and savings account.
    - c) Determine the balance in your checking account and/or your statement savings account.
  3. You may use your Visa debit card and personal identification number to pay for purchases at places that have agreed to accept the Visa debit card, provided your Visa debit card accesses a checking, interest checking, or money market account.
  4. You may pay bills directly from your checking account in the amounts and on the days you request.
  5. The Bank also allows electronic check transactions to post to your account.

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

### **FEES FOR TRANSACTIONS**

PLEASE REFER TO THE GUIDE TO PRODUCTS, SERVICES AND FEES. If at any time your use of your Visa debit card creates a negative balance in any account for which the card was used, your account may be charged for each occurrence pursuant to the issuer Bank's rules and regulations for the account. When you use an automated teller machine not owned by the Bank, you may be charged a fee by the operator of that automated teller machine or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### **RIGHT TO RECEIVE DOCUMENTATION**

**Terminal Transactions:** You can get a printed receipt at the time you make any transfers to or from your account when using an automated teller machine or point of sale terminal.

**Preauthorized Credits:** If you have arranged to have direct electronic deposits made to your account at least once every 60 days from the same person or company, and for which you do not receive a written notification from that person or company, you can call the Bank at the number shown in this disclosure brochure during normal business hours on or after the payment date to find out whether or not the deposit has been made.

**Periodic Statement:** You will receive a monthly account statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### **STOP PAYMENT OF PREAUTHORIZED TRANSFERS**

**Right to stop payment and procedure for doing so:** If you have told the Bank in advance to make regular payments out of your account, you can stop any of these payments. Here's how: telephone, write or e-mail the Bank at the number and address shown in this disclosure in time for the Bank to receive your request 3 or more business days before the payment is scheduled to be made. If you call, the Bank may also require you to put your request in writing and get it to the Bank within 14 days after you call. The fee, if any, for stop payment of a preauthorized transfer is set forth in the Bank's schedule of fees.

**Notice of varying amounts.** If these regular payments 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.

**Liability for failure to stop payment of preauthorized transfer.** If you order the Bank to stop one of these payments 3 or more business days before the transfer is scheduled and the Bank does not do so, the Bank will be liable for your losses or damages.

### **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If the Bank does not complete a transfer to or from your account on time in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

1. If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough money.
4. If the Automated Teller Machine system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond the Bank's control, such as fire, flood, etc. prevent the transfer, despite reasonable precautions that the Bank has taken.
6. There may be other exceptions stated in the Bank's agreement with you.

### **CONFIDENTIALITY**

The Bank will disclose information to third parties about your account or the transfers you make:

1. When it is necessary for completing transfers; or
2. In order to verify the existence and conditions of your account for a third party, such as credit bureau or merchant; or

3. If required to comply with government agency or court orders; or
4. If you give the Bank your written permission.

#### **ERROR RESOLUTION**

In case of errors or questions about your Electronic Transfers, telephone, write or e-mail us at the number or address shown in this disclosure statement 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. The Bank must hear from you no later than 60 days after it sent you the FIRST statement on which the problem or error appeared. When you notify the Bank, please be prepared with the following information:

1. Please tell the Bank your name and account number.
2. Describe the error or 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 the Bank the dollar amount of the suspected error.

If you tell the Bank orally, it may require that you send the Bank your complaint or question in writing within 10 business days. The Bank will determine whether an error occurred within 10 business days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, it may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, it will 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 the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within 10 business days, the Bank may not credit your account. For errors involving new accounts, point of sale or foreign-initiated transactions, the Bank may take up to 90 days to investigate your complaint or questions. For new accounts, the Bank may take up to 20 business days to recredit your account for the amount you think is in error. The Bank will tell you the results within three business days after completing its investigation. If the Bank decides that there was no error it will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation.