



REGULATION E DISCLOSURE

Last Updated May 20, 2019

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

This Agreement and disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" mean a personal identification number.

ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice of a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits – You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- Preauthorized payments – You may make arrangements to pay certain recurring bills from your checking or savings.
- 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.
- Electronic returned check charge – You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your VISA debit cards for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

TELEPHONE BANKING

You may access your account by telephone 24 hours a day at 1-888-845-2220 or 1-913-845-0050.

Types of Transactions:

You may access your account(s) by telephone using your account number(s), personal identification number (PIN) and a touch tone phone to perform the following functions:

- Transfer funds from checking or savings to checking or savings.
- Get balance information about your deposit accounts.
- Get withdrawal history about your deposit accounts.
- Get deposit history about your deposit accounts.
- Get transaction history about your deposit accounts.
- Transfer funds from checking or savings to make internal loan payment.
- Verify funds on a check using the account number, amount and check number
- Fax a copy of your most current statement by entering a valid fax number
- Get Interest information on accounts that accrue interest

ONLINE BANKING/MOBILE BANKING SERVICE

You may access your accounts by computer at www.firststateks.com by registering using your social security number, PIN, and your account numbers.

You may access certain account(s) you maintain with us by computer, your cell phone or other mobile access device using your assigned Username and password by accessing the online banking service.

Types of Transactions:

You may use the online banking/mobile banking service to perform the following functions:

- Transfer funds from checking, savings or line of credit to checking or savings.
- Make payments from checking or savings to loans with us.
- Transfer funds externally to a person using either their mobile phone number or email address
- Transfer funds externally to or from an account you have at other financial institution using the account and routing number
- Transfer funds from another financial institution to pay a FSB & T loan using the account and routing number
- Stop payment requests
- Get balance information about all accounts.
- Get withdrawal history about all accounts.
- Get deposit history about all deposit accounts.
- Get transaction history about all accounts.
- Retrieve statements on open accounts for the last 24 months.

BILL PAY

Types of Transactions:

Make payments from your checking account(s) to any third party. (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.)

MOBILE CHECK DEPOSIT

Deposit checks into a checking or savings account with an acceptable mobile phone or other mobile access device. To avoid delay in check posting, checks deposited via the mobile app must be endorsed with the proper endorsement: "For Mobile Deposit Only" with your signature below.

VISA DEBIT CARD

For purposes of applying limits, 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.

Types of Transactions:

ATM

You may use the VISA debit card and personal identification number (PIN), assigned by you, to initiate transactions at ATMs. All debit cards must have one checking account attached to the card deeming it the "Primary Account". You may request to have up to one additional checking account tied to the card and up to two additional savings accounts tied to the card that will be deemed as "Secondary Accounts". Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. At present you may use your card:

1. At automated teller machines owned by the Bank:
 - 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 \$200.00 of the deposit made on that business day.
 - c. Transfer funds from checking or savings to checking or savings accounts.
 - d. Get balance information on your checking or savings accounts.
2. At automated teller machines owned by other institutions:
 - a. Withdraw cash from your checking or savings account. The limit on the amount of cash that may be withdrawn in any one transaction may vary from machine to machine. If the other institution allows, you may withdraw up to a maximum of \$505.00 (if there are sufficient funds in your account) per day, to include any applicable fees charged by the issuing ATM.
 - b. Transfer funds from checking or savings to checking or savings accounts.
 - c. Get balance information on your checking or savings accounts.

Some of these services may not be available at all ATMs

Limitations on Frequency and Amount

You may withdraw up to a maximum of \$505.00 (if there are sufficient funds in your account) per day.

POINT OF SALE

You may access your checking account(s) using your VISA debit card to do transactions that participating merchants will accept, including:

- Purchase goods in person, by phone, or online.
- Pay for services in person, by phone, or online.
- Get cash from a participating merchant or financial institution.

Limitations on Frequency and Amount:

You may purchase up to a maximum of \$2,505.00 worth of goods and services per day, exclusive of ATM withdrawals, which is \$505 per day.

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 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.

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 or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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 transfer: 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

Liability for failure to make transfers: 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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

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

UNAUTHORIZED TRANSFERS

Consumer Liability:

Generally, Tell us, AT ONCE, if you believe your card and/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. If you do not notify us in a timely manner that your card and/or PIN could have been lost/stolen, you may be liable for transactions that were approved:

1. If you notify us within two business days after learning of the loss or theft of the access device, your liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to us.
2. If you fail to notify us within two business days after learning of the loss or theft of the access device, your liability shall not exceed the lesser of \$500 or the sum of:
 - a. \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and
 - b. The amount of unauthorized transfers that occur after the close of two business days and before notice to us, provided we can establish that these transfers would not have occurred had you notified us within that two-day period.
3. If your delay in notifying us was due to extenuating circumstances (such as long trip or hospitalization), we shall extend the times specified above to a reasonable period.
4. Additional Limit on Liability for VISA ® Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA.

Contact in event of unauthorized transfer:

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In Case of Errors or Questions about your electronic transfers, call us at: **1-800-463-7782**

In case of errors or questions regarding an Electronic Fund Transfer (EFT) on your statement or receipt, please contact us using one of the following methods:

Call:

Customer Contact Center at 1-800-463-7782

Mail:

First State Bank & Trust
P.O. Box 219
Tonganoxie, KS 66086-0219

Email:

customercontact@firststateks.com

Please note: This Customer Service E-mail should only be used to send general questions regarding First State Bank & Trust's products and services. Please provide your name and contact number and we will contact you back at the number provided to gather additional information. Please do not provide confidential information, such as account number or social security number, through e-mail. Submission of information is being made through normal e-mail channels and is not encrypted in any way and may potentially be intercepted or viewed by an unintended party.

Please contact us no later than 60 days after we sent the FIRST statement on which the error first appeared.

- Provide your name and account number
- Describe your concerns (error or question)
- Provide a detailed explanation of your concerns
- Provide the dollar amount of the suspected error

We will attempt to determine whether the error occurred within 10 business days after we receive notification from you and any errors verified will be corrected promptly. If more time is needed, it may take up to 45 business days to investigate your concern.

If additional time is required, we will provide provisional credit to your account within 10 business days (20 business days on new accounts) so you will have use of the funds during the length of the investigation.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, it may take up to 90 days to investigate your concern. Upon completion of the investigation, we will provide you a copy of our findings within three business days. Copies of the documents used in the investigation are available upon request.

Federally insured by FDIC. Upon receipt of your statement, please review and report any differences, irregularities, or discrepancies as specified in the General Deposit Account Disclosure. The General Deposit Account Disclosure is available online at firststateks.com in the Disclosures section and available at your local branch location.