



REGULATION E DISCLOSURE

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 loan payment..

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.

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 mobiles access device

VISA Debit Card

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.

Types of Transactions:

ATM

You may use the VISA debit card and personal identification number (PIN) issued to you to initiate transactions at ATMs 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:
 - Withdraw cash from your checking or savings account. There is a \$500 limit per transaction.
 - Make a deposit to your checking or savings account and immediately withdraw up to \$200.00 of the first deposit made on that business day.
 - Transfer funds from checking or savings to checking or savings accounts.
 - Get balance information on your checking or savings accounts.
2. At automated teller machines owned by other institutions:
 - 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.
 - Transfer funds from checking or savings to checking or savings accounts.
 - 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.

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

(a) Consumer liability:

1. 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. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within 4 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card without your permission.

If you do NOT tell us within 4 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

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

2. 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.

(b) 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:

(800) 463-7782 or (913) 845-2500, or write us at:

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

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. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any),
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (5 business days for point-of-sale transactions processed by VISA and 20 business days if the transfer involved 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 forty five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (5 business days if the transfer involved a point of-sale transaction and 20 business days if the transfer involved a 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 ten (10) business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three (3) 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.

If you have inquiries regarding your account, please contact us at:

(800) 463-7782 or (913) 845-2500
First State Bank & Trust
P.O. Box 219
Tonganoxie, KS 66086-0219