

COMBINED DISCLOSURE

FOWLER STATE BANK
201 MAIN STREET
PO BOX 68
FOWLER, CO 81039

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS AT FOWLER STATE BANK. Our policy is to make funds from your cash and check deposits available to you on the same business day as the day we receive your deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- * You deposit checks totaling more than \$5,000 on any one day.
- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * We believe a check you deposit will not be paid.
- * There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the first business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on FOWLER STATE BANK will be available on the same business day as the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with Colorado and 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" means a personal identification number.

Internet Banking Branch

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Transfer funds between eligible accounts.
- * Obtain balance information on eligible accounts.
- * Review transactions on eligible accounts.
- * Make loan payments.
- * Advance funds from credit line.
- * Online bill payment.
- * Obtain copy of statement.
- * Order checks.
- * Allow export of transaction history to personal finance manager.

Limitations on Frequency and Amount:

- * For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

Fees and Charges for Online Service:

- * 0.00
- * 0.00

FSB Mobile

Our full-service mobile banking application with access to real-time account information, mobile check deposits, person-to-person payments, e-statements, and much more!

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Transfer funds between eligible accounts.
- * Obtain balance information on eligible accounts.
- * Review transactions on eligible accounts.
- * Make loan payments.
- * Advance funds from credit line.
- * Online bill payment.
- * Obtain copy of statement.
- * Request to open a new account.
- * Request a loan.
- * Order checks.
- * Allow export of transaction history to personal finance manager.

Limitations on Frequency and Amount:

- * For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

Fees and Charges for Online Service:

- * 0.00
- * 0.00

ATM Card Application

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Withdraw cash from your checking account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.
- * Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- * You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

Fees and Charges for ATM Transactions:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$2.00 charge for each ATM withdrawal at machines we do not own.

ATM Fees. 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 fund transfer).

P2P

Send or receive money directly to/from a person's phone or email address using our convenient person-to-person transfers

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- * Pay certain recurring bills from your checking or savings account.

Limitations on Frequency and Amount:

- * **Send/Receive Money P2P- Tier AA**

Minimum amount per transaction	\$5.00
Maximum amount per transaction	\$500.00
Maximum # of transactions per day	10
Maximum transaction amount per day	\$500.00
Maximum transaction amount per week	\$2,000.00
- * **Send/Receive Money P2P- Tier AB**

Minimum amount per transaction	\$5.00
Maximum amount per transaction	\$3,000.00
Maximum # of transactions per day	5
Maximum transaction amount per day	\$3,000.00
Maximum transaction amount per week	\$15,000.00.

Fees and Charges:

- * Person-to-Person Transfers:
 - Tier AA (Default)
 - Send Money: Free
 - Receive Money: Free
 - Tier AB
 - Send Money: \$1.50/transfer
 - Receive Money: Free.

A2A

Transfer money directly to or from your account at another institution using our account-to-account (external) transfers

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- * Pay certain recurring bills from your checking or savings account.

Limitations on Frequency and Amount:

- * **Standard Transfers (3-5 Business days) - Tier AA**

Minimum amount per transaction	\$25
Maximum amount per transaction	\$1,000
Maximum # of transactions per day	3
Maximum transaction amount per day	\$1,000
Maximum # of transactions per week	5
Maximum transaction amount per week	\$4,000
- Standard Transfers (3-5 Business days) - Tier AB**

Minimum amount per transaction	\$100
Maximum amount per transaction	\$7,000
Maximum # of transactions per day	3
Maximum transaction amount per day	\$7,000
Maximum # of transactions per week	5
Maximum transaction amount per week	\$20,000
- Express Transfers (1-2 Business days) - Tier AA**

Minimum amount per transaction	\$50
Maximum amount per transaction	\$1,000
Maximum transaction amount per day	\$1,000
Maximum transaction amount per week	\$4,000
- Express Transfers (1-2 Business days) - Tier AB**

Minimum amount per transaction	\$100
Maximum amount per transaction	\$7,000
Maximum transaction amount per day	\$7,000
Maximum transaction amount per week	\$20,000.

Fees and Charges:

- * Account-to-Account Transfers:
 - Tier AA (Default)
 - Standard Incoming: Free
 - Standard Outgoing: \$1.00/transfer
 - Express Incoming: \$3.00/transfer
 - Express Outgoing: \$3.00/transfer
 - Tier AB
 - Standard Incoming: Free
 - Standard Outgoing: \$4.00/transfer
 - Express Incoming: \$5.00/transfer
 - Express Outgoing: \$5.00/transfer.

ATM & Debit Card Application

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Withdraw cash from your checking account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.
- * Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- * You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- * You may purchase up to a maximum of \$500.00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$2.00 charge for each ATM withdrawal at machines we do not own.
- * International transactions will incur additional fees.

ATM Fees. 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 fund transfer).

Dial-A-Bank

Types of Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- * Transfer funds between your deposit accounts.
- * Give you tax information on interest earned or paid on your accounts.
- * Obtain balance information on your deposit accounts.
- * Verify the last date and amount of your payroll deposit.
- * Determine if a particular check has cleared your account.
- * Obtain listing of recent transactions.

Limitations on Frequency and Amount:

- * There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using this Audio Response service.

Fees and Charges for Audio Response Transactions:

- * We do not charge for any Audio Response Transactions.

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses. The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at www.mastercardbusiness.com. The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM, PIN, or POS card or PIN 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 for you to notify us of any unauthorized use. If the unauthorized use occurs through no fault of your own or that of any authorized user, you will not be liable for the unauthorized use. If the unauthorized use is due to your negligence or fault, your liability will be limited to no more than the lesser of \$50.00, or the amount of money, good, or services obtained by the unauthorized user prior to your notifying us that your card, ATM, PIN or POS has been lost stolen or improperly used. 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 believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (719) 263-4276, or write us at FOWLER STATE BANK, P.O. BOX 68, 201 MAIN STREET, FOWLER, CO 81039. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions. You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (719) 263-4276 to find out whether or not the deposit has been made.

Our 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:

- * If, through no fault of ours, you do not have enough money in your account to make the transfer.
- * If the money in your account is subject to legal process or other claim restricting such transfer.
- * If the transfer would go over the credit limit on your overdraft line.
- * If the ATM 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 fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- * There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at **(719) 263-4276**, or write us at **FOWLER STATE BANK, 201 MAIN STREET, PO BOX 68, FOWLER, CO 81039** 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 would like to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- * 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.
- * 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 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 us to complete our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

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

- * To complete transfers as necessary;
- * To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- * To comply with government agency or court orders; or
- * If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- * You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- * We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- * We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) 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 fourteen (14) days after you call. We will charge you \$ 20.00 for each stop payment order you give.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at FOWLER STATE BANK, 201 MAIN STREET, P.O. BOX 68, FOWLER, CO, 81039, (719) 263-4276. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include--

- * A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- * An estimate of the amount of your loss;
- * An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- * A copy of the Substitute Check

**Member
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