

## INSTANT CASH & CHECK CARD ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

If you apply for and receive an ATM and/or debit card ("Card") from us, or you request and we agree to provide, any preauthorized electronic funds transfers to or from your account, you agree to the following terms. You may be assigned a personal identification number ("PIN") to use in making such transfers. Your use of the electronic funds transfer services you have requested will confirm your agreement to these terms. These terms apply only to accounts used for personal, family or household purposes.

### Available Electronic Funds Services.

**Types of services. Card/PIN transactions:** You may use your Card/PIN to

- Withdraw cash from your checking or savings account.
- Transfer funds between your checking and savings accounts whenever you request.
- Pay for purchases at places that have agreed to accept the Card/PIN.
- Make balance inquiries.
- Some of these services may not be available at all terminals.

### Other Electronic Funds Transfer Services:

- You may authorize direct electronic deposits to, and preauthorized transfers or withdrawals from, your account.
- Electronic check conversion — types of transfers:

Your check can result in an electronic funds transfer.

This can happen in several ways. For example:

(1) You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.

(2) At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

### Limitations on dollar amounts of transfers.

- You may withdraw up to your available balance or \$200.00 whichever is less, from our terminals each day, 7 days a week.
- You can use your Instant Cash Card/MasterCard Check Card to get cash advances from any financial institution. The daily monetary limit allows advances up to your available balance or \$200.00, whichever is less, each day, 7 days a week.

### Fees and Charges

- Possible Charges for Use of Automated Teller Machines Operated by Other Institutions. If you perform a transaction at an automated teller machine that we do not operate, you may be charged, and you agree to pay, a fee to the operator of that machine. In addition, you may be charged, and you agree to pay, a fee to any national, regional, or local network utilized to effect the transaction.
- See separate fee disclosure and schedule.
- There is no charge for electronic transfers, deposits, withdrawals or balance inquiries at an ATM owned by us.

### Documentation.

- a. Terminal transfers. You will be offered a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point of sale purchases.
- b. Periodic statements. You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).
- c. Passbook accounts. If the only possible transfer is a direct deposit to your passbook account, you should bring your passbook to us and we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**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 automated teller machine 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 transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

### Preauthorized Transfers.

- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Telephone us or write to us at  
FOWLER STATE BANK  
201 Main Street  
Fowler, CO 81039  
(719) 263-4276

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.

- b. Notice of varying amounts. If these regular payments may vary in amount, the person or company 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.
- c. 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 if you have given us the correct information.
- d. Documentation. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company.

- You can call us at (719) 263-4276 during business hours to find out whether or not the deposit has been made.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

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

**Business Days.** Our business days are Monday through Friday. Holidays are not included.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card/PIN 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 us within two business days, you can lose no more than \$50 if someone used your Card/PIN without your permission. If you believe your Card/PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card/PIN without your permission.

With respect to the Card used at a communications facility (ATM), if your card is lost or stolen and subsequently used by an unauthorized person, you shall only be liable for the lesser of \$50.00 or the amount of money, goods, or services obtained by the unauthorized use prior to notice to us of the theft or loss. If unauthorized use occurs through no fault of your own, no liability shall be imposed on you.

Also, if your statement shows transfers that you did not make, 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.

### In Case of Errors or Questions About Your Electronic Transfers.

Telephone us or write to us at  
FOWLER STATE BANK  
201 Main Street  
Fowler, CO 81039  
(719) 263-4276

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 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days for accounts opened within the last 30 days ("new accounts")) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts, foreign initiated transfers, or point-of-sale transactions) to investigate your

complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days for new accounts) 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 10 business days, we may not recredit your account.

We will tell you the results within three business days, after we finish our investigation. If we decide that there was no error, we will send you a written explanation within three business days. You may ask for copies of the documents that we used in our investigation.

**Address and Telephone Number.** If you believe your Card/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at

FOWLER STATE BANK  
201 Main Street  
Fowler, CO 81039  
(719) 263-4276

## FUNDS AVAILABILITY POLICY

The information in this section describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is what is called our Funds Availability Policy. Generally transaction accounts are accounts which would permit an unlimited number of payments by check to third person, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us. The length of the delay varies and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you write on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds 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.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after 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. However, the first \$225 (beginning July 1st, 2020) of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first 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 day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer 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 seventh business day after the day of your deposit.

**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 \$5,525 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 (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth 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 \$5,525 will not be available until the second business day after the day of your deposit.

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

## INSTANT CASH CARD & MASTERCARD CHECK CARD

### Regulation E Disclosure with Funds Availability Disclosure



Fowler State Bank

Fowler, CO 81039-0068

[www.fowlerstate.com](http://www.fowlerstate.com)

(719) 263-4276

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