

## ELECTRONIC FUND TRANSFER DISCLOSURE



For purposes of this disclosure the terms "we", "us" and "our" refer to FNBC BANK & TRUST. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM CARD (hereinafter referred to collectively as "ATM Card") or PERSONAL DEBIT CARD and HSA DEBIT CARD (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by FNBC BANK & TRUST in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding any federally recognized banking holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

#### ATM CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### PERSONAL DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Visa<sup>®</sup> debit cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa<sup>®</sup>.** When you use your card on the Plus, NYCE, and STAR network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. The provisions of the Visa<sup>®</sup> cardholder agreement that relate only to Visa<sup>®</sup> transactions are not applicable to non-Visa<sup>®</sup> transactions.  
Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

#### HSA DEBIT CARD SERVICES:

- You may withdraw cash from your Health Savings Account.
- You may make deposits into your Health Savings Account.
- You may make balance inquiries on your Health Savings Account.
- You may use your card at any merchant that accepts Visa<sup>®</sup> debit cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa<sup>®</sup>.** When you use your card on the Plus, NYCE, and STAR network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. The provisions of the Visa<sup>®</sup> cardholder agreement that relate only to Visa<sup>®</sup> transactions are not applicable to non-Visa<sup>®</sup> transactions.  
Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

The HSA VISA Debit Card should be used for eligible medical expenses only. These are coded as "Normal Distributions." Please see a banker to complete any other type of distribution including but not limited to the removal of any excess contributions.

## ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your ATM Card or Debit Card through the following network(s): Plus, NYCE, and STAR.

**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.

**POINT OF SALE TRANSACTIONS.** Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- **PERSONAL DEBIT CARD:** checking account.
- **HSA DEBIT CARD:** Health Savings Account.
- **ATM CARD:** checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION - Visa<sup>®</sup>.** When you use your card with the Visa<sup>®</sup> logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa<sup>®</sup> from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa<sup>®</sup> itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa<sup>®</sup> charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa<sup>®</sup> card when the country of the merchant or machine is different than your country as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of TELEPHONE BANKING:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, checking account(s) and health savings account, savings account(s) and health savings account, and checking and loan account(s).
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), health savings account, loan account(s), and certificate of deposit account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as: Change the PIN number on your ATM or VISA Debit Card or change the Telephone Banking PIN number associated with your deposit/loan accounts.

To access 24 hour Telephone Banking, call (877) 482-7707.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), NOW account(s), and health savings account.
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), NOW account(s), and health savings account.

**SERVICES PROVIDED THROUGH USE OF INTERNET BANKING.** FNBC BANK & TRUST offers its customers use of our INTERNET BANKING service.

The following services are available via Internet Banking . . . . .

- View balances on all types of accounts
- View up to 13 months of account history on checking and/or savings accounts
- View images of canceled checks
- Place a stop payment on a single check (Fees Apply - see our separate Fee Schedule)
- View or cancel existing check stop payments
- Transfer funds between your FNBC Bank & Trust accounts (each account must be enrolled for transfers by a banker to be eligible for this service)
  - Transfers scheduled for a weekend or holiday will be processed on the following business day. The cut off time for same day transfers is 10:00 PM Central. Any requests received after this time will be processed the following business day. There is no dollar limit on the amount of funds you may transfer per day or per transaction as long as the sending account has enough funds available to complete the transfer.
- Receive customer support via email to message center
- Pay bills from your checking account(s)
  - Payments can be sent either by check or electronically. This is determined by arrangement between the payee and the bill payment processor only and cannot be controlled by the bank or the customer. The daily cut off time for bill payments is 9:30 PM Central. Any request received after this time will be processed the following business day. Bill payments scheduled for a weekend or holiday are processed on the following business day. Payments can be canceled up to 9:30 PM Central on the day they are scheduled to occur. Once an electronic payment has been processed, it cannot be canceled. Check payments can be stopped after they have been processed as long as the check has not cleared the bill payment processor's account. The charge for stopping a bill payment made via check is listed in our separate Fee Schedule. There is a per transaction limit of \$9,999.99 as well as a \$9,999.99 daily bill pay limit. You may go up to either of these limits for one or more payments on the same day regardless of the balance in your account. If you schedule a payment for more than what is in your account, this will cause an overdraft to your account. Additional fees will be incurred if you overdraw your account. See our separate Fee Schedule for the current Overdraft Fees.
- View your loan information (balance and up to 540 days of recent payment/transaction history)
- Make payments to your loan(s) from your FNBC Bank & Trust account(s)
  - Done through either the transfers page or the bill payment page
- Make loan advances (only from Home Equity Revolving Lines of Credit. Must be set up in advance by a banker)
  - Done through the transfers page
- Create and receive email alerts
- Download transaction history into Quicken
- Enroll/Un-enroll deposit accounts in e-statements
- Manage mobile banking devices
- Single sign-on access with out of band authentication & device profiling

The following services are available via Mobile Banking . . . . .

View current & available balances and monthly cash flows  
View current account activity and up to 90 days of past history  
Transfer funds between internal accounts  
Pay bills to existing payees (new payees must be set up using Internet Banking)

**Deposit Checks**

- Checks may be deposited one at a time via a mobile device into your personal checking, savings, money market, or NOW account(s). Check deposits to any business account are not permitted. Only checks made payable to the name on the account are allowed to be deposited. We do not allow foreign items, travelers checks or third-party checks.
- Deposits received before 6:00 PM Central will be processed on the same business day.  
Any deposits received after this time will be processed the following business day.
- Limits. The following limits cannot be exceeded:
  - Daily: 5 deposits; \$2,500 per item; \$2,500 per day
  - Within a 25 calendar day period: 25 deposits; \$10,000 per 25 calendar daysDeposits of items exceeding these limits must be brought into the bank, mailed into the bank, or deposited via an ATM.

The following services are available via Zelle® . . . . .

Authorize a debit to your FNBC Bank & Trust account to send money to another Zelle® user  
Receive money from another Zelle® user via a credit to your FNBC Bank & Trust account

- The cut off time for same day Zelle® transactions posting to your FNBC account is 10:00 PM Central. Any transaction sent or received after this time will be posted to your account on the following business day. Transactions sent or received on a weekend or holiday will be posted to your account on the following business day.
- Please see the FNBC B&T Mobile Banking & Zelle® Terms and Conditions on our website for further terms, conditions, and limits. This disclosure can be accessed by visiting [www.fnbcbt.com](http://www.fnbcbt.com) and clicking on the fees and disclosures link at the bottom of the page.

The following services are available via the SecurLOCK Equip App . . . . .

Control how, when and where your personal and business FNBC Bank & Trust debit cards are used  
Available for download on an Apple or Android smartphone using the Apple Store or Google Play Store  
For more information and frequently asked questions, please visit:

[https://www.fnbcbt.com/\\_/kcms-doc/476/50520/SecurLOCK-Consumer-FAQ-12-01-2017-RC-Edits.pdf](https://www.fnbcbt.com/_/kcms-doc/476/50520/SecurLOCK-Consumer-FAQ-12-01-2017-RC-Edits.pdf)

**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 to pay bills.

**LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS - ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$515.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

**TRANSACTION LIMITATIONS - PERSONAL DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$515.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

**TRANSACTION LIMITATIONS - HSA DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$515.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

**OTHER WITHDRAWAL LIMITATIONS. OTHER DAILY ATM CARD LIMITS:** Cash Advance - \$0 per day/0 times per day; Non-Pinned Purchases (aka Credit Transactions) - \$0 per day/0 times per day; Account-to-account Payment Debits - \$0 per day/0 times per day; Account-to-account Transfer Debits - \$500 per day/20 times per day.

**OTHER DAILY PERSONAL DEBIT CARD LIMITS:** Cash Advance - \$500 per day/5 times per day; Non-Pinned Purchases (aka Credit Transactions) - \$1,000 per day/20 times per day; Account-to-account Payment Debits - \$500 per day/20 times per day; Account-to-account Transfer Debits - \$500 per day/20 times per day.

**OTHER DAILY HSA DEBIT CARD LIMITS:** Cash Advance - \$500 per day/5 times per day; Non-Pinned Purchases (aka Credit Transactions) - \$1,000 per day/20 times per day; Account-to-account Payment Debits - \$500 per day/20 times per day; Account-to-account Transfer Debits - \$500 per day/20 times per day.

#### **OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

#### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TERMINAL TRANSFERS.** You will get a receipt at the time you make an EFT transaction of more than \$15.00 to or from your account at an ATM terminal or at a Participating Merchant. The receipt shall clearly set forth to the extent applicable:

1. the amount involved and date the transfer is initiated;
2. the type of transfer;
3. the identity of your account with the financial institution from which or to which funds are transferred;
4. the identity of any third party to whom or from whom funds are transferred; and
5. the location or identification of the electronic terminal involved.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to another person.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** 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 (877)482-7707 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify FNBC BANK & TRUST immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN on your ATM or Debit Cards by bringing your card to any branch location. A banker will assist you in changing you PIN upon

presentation of proper identification. You may also change your PIN number on your card at anytime through our 24 Hour Telephone Banking Service (877)482-7707 or by visiting one of our ATMs located at our branch locations (future enhancement - please contact a banker to see if this functionality is currently available at a specific branch location).

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (708)482-7700

or

write to: FNBC Bank and Trust  
Attention: Deposit Operations  
PO Box 250 West Chicago, IL 60186-0250

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (708)482-7700 (8:00 am - 5:30 pm; Monday - Friday Central Time) or (800)236-2442 (Outside of 8:00 am - 5:30 pm; Monday - Friday Central Time)

or

write to: FNBC Bank and Trust  
Attention: Deposit Operations  
PO Box 250 West Chicago, IL 60186-0250

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access 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 the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING PERSONAL DEBIT CARD AND HSA DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the

limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (708)482-7700

or

write to: FNBC Bank and Trust  
Attention: Deposit Operations  
PO Box 250 West Chicago, IL 60186-0250

or

email us at: support@fnbcbt.com

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact FNBC BANK & TRUST no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. 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 transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**FNBC Bank & Trust Fee Schedule.** The FNBC Bank & Trust Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from FNBC BANK & TRUST upon request.

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 your permission in a record or writing.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Report all crimes to the operator of the ATM and to local law enforcement officials immediately.

### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and FNBC BANK & TRUST.