

FIRST BANK REGULATION E DISCLOSURE

December 8, 2020

Home Office: 128 S. Broadway, PO Box 67, Sterling, KS 67579

Ph #620-278-2161 or 888-906-3125

Lyons Location: 201 E. Ave. So., PO Box 60, Lyons, KS 67554

Ph. #620-257-2321 or 888-906-3126

Chase Location: 509 Main, PO Box 485, Chase, KS 67524

Ph. #620-938-2416 or 888-906-3127

ATM LOCATIONS: FIRST BANK FOYER

128 S. BROADWAY, STERLING, KS

FIRST BANK DRIVE-THRU

201 E. AVE. SO., LYONS, KS

MEMBER FDIC.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

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" means a personal identification number.

ONLINE BANKING

Types of Transactions: You may access certain account(s) you maintain with us by computer, using your assigned user ID and password, through 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.
- * Online bill payment.

Fees and Charges for Online Service:

- * There is no charge for online banking with us.

INSTAKEY CARD

THE INSTAKEY CARD MAY BE USED AT ATMS.

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 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:

- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.
- * ATM withdrawals are limited to \$200.00 per day (if there are sufficient funds in your account). You may request a change to your daily limits. Settlement time at our ATM is 2:00 PM Monday through Friday. Transactions after that time will be included on the next business day.

Fees and Charges for ATM Transactions:

- * There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- * We do not charge our cardholders for transactions at our ATMs, however, please refer to your First Bank Savings, Checking, or Money Market Accounts Disclosure for any per item or per transaction fee that may apply.
Cross Border Fees/International Service Assessment Fees:
When you authorize a transaction at a foreign merchant including e-commerce transactions on the internet where the merchant is located in a foreign country you may be charged a cross border or international service assessment (ISA) fee by MasterCard. This fee is 1.7 percent of the dollar amount of the dollar amount of the transactions.
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- * There is a Replacement Card Fee of \$5.00 per card.
- * \$.50 charge for each balance inquiry made at an ATM not owned by us.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

PREAUTHORIZED EFT

DIRECT DEPOSITS OR DEBITS USING THE AUTOMATED CLEARING HOUSE (ACH) SYSTEM.

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.
- * Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account.

Fees and Charges:

- * We do not charge for any preauthorized EFTs, however, please refer to your First Bank Savings, Checking, or Money Market Accounts Disclosure for any per item or per transaction fee that may apply.
- * We will charge \$20.00 for each stop-payment order for preauthorized transfers.

MASTER MONEY CARD

THE MASTER MONEY DEBIT CARD MAY BE USED AT ATMS AND TO PAY FOR PURCHASES FROM PARTICIPATING MERCHANTS.

Types of Transactions: You may use the card and PIN issued to 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. Your Primary Account number and information may be obtained from the POS Request Form.

Limitations on Frequency and Amount:

- * There is a \$500.00 daily limit on purchases from merchants and ATM withdrawals are limited to \$400.00 per day (if there are sufficient funds in your account). You may request a change to your daily limits. Settlement time at our ATM is 2:00 PM Monday through Friday. Transactions after that time will be included on the next business day.

Fees and Charges:

- * We do not charge for any POS (Point of Sale) transactions, however, please refer to your First Bank Savings, Checking, or Money Market Accounts Disclosure for any per item or per transaction fee that may apply. We do not charge our cardholders for transactions at our ATMs, however there is a \$1.00 charge for each ATM withdrawal and a \$.50 charge for each balance inquiry at machines not owned by us. Replacement Card Fee is \$5.00.

Cross Border Fees/International Service Assessment Fees:

When you authorize a transaction at a foreign merchant including e-commerce transactions on the internet where the merchant is located in a foreign country you may be charged a cross border or international service assessment (ISA) fee by MasterCard. This fee is 1.7 percent of the dollar amount of the 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 consumer accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or online and/or mobile banking 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 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 (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or 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 card or code, and we can prove that we could have stopped someone from using your card 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 such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 periods. 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 (620) 278-2161, or write us at First Bank, 128 S. Broadway, Sterling, KS 67579. 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.

The above limitations do not apply to business accounts, unless otherwise required by law. You accept responsibility for implementing commercially reasonable security measures to safeguard your business account card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN from unauthorized use. If you authorize employees, agents, or others to use your card or code, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Thirty (30) calendar days after the statement is made available. 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 (620) 278-2161.

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.

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.

Terminal Receipt. You can get a receipt at the time you

make a transfer to or from your account using an ATM 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 (620) 278-2161 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. For consumer accounts, 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.

For business accounts, refer to your account agreement(s) with us.

In Case of Errors or Questions About Your Electronic Transfers.

For consumer accounts, telephone us at **(620) 278-2161**, or write us at **First Bank, 128 S. Broadway, Sterling, KS 67579** 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.

- * 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 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.

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.

For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Thirty (30) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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

- * You or any authorized user of your ATM PIN or POS card or 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 or POS card or 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.