

## REGULATION E - ELECTRONIC FUND TRANSFER ACT DISCLOSURE

FirsTier Bank  
Kimball  
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PO Box 730  
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This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

### 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 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.
- \* Stop payment requests.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Allow export of transaction history to personal finance manager.

#### Fees and Charges for Online Service:

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

#### Mobile Banking

**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.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Allow export of transaction history to personal finance manager.

#### Fees and Charges for Online Service:

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

#### Popmoney

Popmoney is an innovative personal payment service offered to eliminate the hassles of checks and cash. Now, sending and receiving money is as easy as emailing and texting. And you do not need a new account to send or receive money. Just use your current bank account. Popmoney is an easy and convenient way to send money to your child at college, send a gift to a family member, reimburse friends for lunch, pay a babysitter, or pay rent to your landlord. The uses are endless.

**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.

#### Limitations on Frequency and Amount:

- \* Currently you can only use Popmoney to send money within the United States. For your protection, limits have been created to limit the amount of money and number of payments that can be made during various time periods. Limits will vary by account. Please click the Icon next to the Amounts field to view your available limits.

#### Fees and Charges for Online Service:

- \* A fee may be charged for each Popmoney transaction. Fees can range from \$0.50 to \$2.00 per transaction depending on the option selected to send the money and the delivery option selected by the sender.

#### A2A Transfer Money

The Account-to-Account (A2A) Transfer Service is offered through Online Banking. This is unique feature which allows you to transfer money to and from your account with our bank and your account with another financial institution. You may make a single transfer or set up a repeating transfer schedule for the amount, date, and frequency you want.

**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.
- \* Make loan payments.

#### Limitations on Frequency and Amount:

- \* The maximum transaction amount is \$1,000.00; however, your transactions will be limited to your

individual account daily limits.

#### Fees and Charges for Online Service:

- \* A fee will be charged for every payment that is received through this service that range from \$0.50 to \$1.50 depending on the payment amount.

#### eStatements

You can choose to enroll in eStatements. They're simple, secure, online versions of your bank statement sent digitally rather than through the post office that eliminates the receipt of monthly paper statements. Once enrolled, you will receive a monthly notification when your statement is available online. Then log in to your Online Banking account to view, save, or print your account.

**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:

- \* Obtain copy of statement.

#### Fees and Charges for Online Service:

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

#### ATM Services

**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 make 3 cash withdrawals from ATMs per day.
- \* You may withdraw up to a maximum of \$300.00 (if there are sufficient funds in your account) per day.

#### 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.
- \* There is a \$2.00 charge for each ATM account transfer at machines we do not own.
- \* There is a Replacement Card Fee of \$5.00 per card.
- \* There is a \$2.00 charge for each ATM balance inquiry 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).

#### **Government Direct Deposit 1199A**

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

- \* Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

#### **Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.

#### **Direct Deposit Authorization**

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

- \* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

#### **Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.

#### **Preauthorized Debit**

**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.

#### **Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.

#### **Debit Card Services**

**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 VISA 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.

- \* You may purchase up to a maximum of \$3000.00 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.
- \* There is a \$2.00 charge for each ATM account transfer at machines we do not own.
- \* There is a Replacement Card Fee of \$5.00 per card.
- \* There is a \$2.00 charge for each ATM balance inquiry at machines we do not own.
- \* We do not charge for any POS transactions.

**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).

#### **TeleBanc System**

You may call the FirstTier Bank TeleBanc System toll-free at 1-888-893-4778 for a variety of account access options currently in English and Spanish.

**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.
  - \* 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.
  - \* Make loan payments.
- Make online bill pay payments.

#### **Limitations on Frequency and Amount:**

- \* You are limited to the following number of inquiries, transfers or withdrawals: Accounts with more than 6 withdrawals per month are service charged \$5.00 for each additional withdrawal. There is no limit on the number of withdrawals when made in person at a FirstTier banking office. However, during the calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of your or to a third party by means of a preauthorized or automatic transfer or telephone order or

instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to change to another type of account or closure by the financial institution.

- \* There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts.

#### **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 Commercial Debit Card Transactions:**

**Commercial Debit Card Transactions.** You may use the card for purchases from merchants who have agreed to accept the card. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form.

**Liability for Unauthorized Commercial Debit Card Transactions.** Tell us, **AT ONCE**, if you believe your debit card has been lost or stolen or of any unauthorized transactions. We may require you to provide a written statement regarding claims of unauthorized debit card transactions. There are NO limits on your liability on your Commercial Debit Card. 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 this disclosure. This will help prevent unauthorized access to your account and minimize any inconvenience.

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

**Liability for Unauthorized VISA Point of Sale Debit Card**

**Transactions.** Tell us, **AT ONCE**, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transactions that take place on the VISA system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. 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 below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

**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, POS card or PIN, Audio Response PIN, or online 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 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 (308) 235-4633, or write us at FirstTier Bank, 115 S. Walnut Street, Kimball, NE 69145. 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.

**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 (308) 235-4633 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.
- \* \_\_\_\_\_

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (308) 235-4633, or write us at **FirstTier Bank, 115 S. Walnut Street, Kimball, NE 69145** 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.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**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

