

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

The Tri-County Bank  
106 N Main St  
Stuart, NE 68780  
(402)924-3861

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Health Savings Accounts (HSA)** - Health Savings Accounts (HSA). We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking, savings or third party accounts.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings.
- **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 pay bills.
- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**MasterCard® debit card ATM transactions** - types of transactions - You may access your account(s) by ATM at Cirrus® and MoneyPass® using your MasterCard® debit card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking account(s) and savings account(s) with a debit card with dollar limitations disclosed at card issuance

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- transfer funds from checking and savings account(s) to savings and checking account(s) with a debit card
- get balance information about your checking account(s) and savings account(s)
- When you receive your MasterCard® debit card, you will be required to activate it with a call to an IVR (interactive voice response) service. At this time you will also be prompted to create a PIN, which you may use for making purchases where entering a PIN is allowed. You may change your PIN at any time by using this card activation system. Authentication criteria has been established and is stored in our card processor's card database.

An account balance is your memo ledger available balance. Your available account balance may be reduced for authorizations for three business days or until the transaction clears. Under certain circumstances, such as when our computers are not operational, transactions may be further limited. The limit for terminal withdrawals at ATMs we own or operate (located at 106 North Main Street, Stuart, NE; 807 East Ash Street, Atkinson, NE; 103 West U.S. Highway 20, Bassett, NE; and 702 E. Douglas Street, O'Neill, NE) is \$500 per transaction.

ATM Operator/ATM Network/ATM Fee Reimbursement - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network. If you meet the monthly qualifications for Kasasa Cash, Kasasa Cash Back, or Kasasa Tunes, ATM fees of \$9.99 or less will be reimbursed up to a maximum of \$4.99 per individual transaction. ATM fees of \$10.00 or higher will be reimbursed up to a maximum of \$4.99 per individual transaction if the appropriate ATM receipt is presented to a representative at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. Note: ATM withdrawals do not count as qualifying debit card transactions for the purpose of earning rewards within this account.

Electronic Transfer Fees. We do not charge for direct deposits to any type of account or for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic transfers.

Dollar Limitations - Your daily ATM cash limit for your MasterCard® debit card will be disclosed when your card is issued.

Account Protection - To protect your account, we monitor your ATM and MasterCard® debit card transactions for potentially fraudulent activity which may include a sudden change in locale, a string of costly purchases or any pattern associated with new fraud trends. If we suspect fraudulent use, we may call you to validate the legitimacy of your transactions.

Travel - You are advised to contact us when you travel, especially when you are leaving the country.

Some of these services may not be available at all terminals.

**MasterCard® debit card point-of-sale transactions** - types of transactions - You may access your checking account(s) using your MasterCard® debit card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- get cash from a participating merchant or financial institution
- Purchases can be made with card present and PIN, card present and signature, and via telephone and internet with card not present. Participating "National Payment Networks" for Point-of-Sale (POS) are MasterCard®, Maestro® and Cirrus®; our participating "regional" POS network is MoneyPass®. When a separate cashback amount is received from a merchant, it will be included in your daily cash limit, not your POS limit. If the merchant does not separate cashback from the purchase amount, then the entire amount will be included in your daily POS limit.

Dollar Limitations - Your daily POS dollar limit for your MasterCard® debit card will be disclosed when your card is issued.

**Foreign Currency Conversion and Cross-Border Transactions** - If you effect a transaction with your debit card in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount. The MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard® charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard® charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a 2.00% cross-border fee on all international transactions, regardless of whether there is a currency conversion. A cross-

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border transaction is a transaction processed through the Global Clearing Management System or the MasterCard® Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Electronic Bill Payment** - types of transfers -

You may access this service by computer at the same address as the Internet Banking website address indicated above and using your Access ID and Password for Online Banking and selecting the Payments option.

You may also access this service by telephone at (800)877-8021 and using your first and last name and date of birth. Further identification requires you to know your account number and a recent bill payment made online or you may be asked to answer a security question.

You may also access this service by fax or U.S. mail and using the following for access: Name and Address.

You may access this service to:

- make payments from your checking and MMDA account, HSA, and Good Ol' Joe account(s) to anyone within the United States. Examples include utility payments, auto loan payments, bank loan payments, credit card payments, health care provider payments and payments to other acceptable merchants or third parties

(Prohibited and Exception Payments: Payments to Payees outside of the U.S. or its territories are prohibited through the Service. Tax payment(s) and court ordered payment(s) may be scheduled through the Service; however, such payment(s) are discouraged and must be scheduled at your own risk. See applicable Bill Payment agreement for further disclosure.)

**Internet Banking/Mobile Banking** - types of transfers - You may access your accounts remotely with your web-enabled cell phone or other mobile access device or by computer by logging onto our website at [www.tricountybank.com](http://www.tricountybank.com) and using your Access ID and Password. You may use this service to:

- transfer funds from checking, savings, HELOC (home equity line of credit), demand deposit loan (checking plus), money market to checking, savings, Health Savings Account (HSA), Higher Learning Fund (HLF), money market
- make payments from checking, savings, money market to third party, demand deposit loan, HELOC, loans  
(Some payments made by paper check will not be subject to these Electronic Fund Transfers Rules, as disclosed separately. Funds transfers (withdrawals) involving HSAs, HLFs and IRAs are NOT allowed through Internet Banking. Deposits can be made into HLFs and HSAs online; withdrawals from HSAs, HLFs and IRAs are required to be made at the bank. Person to Person Transfers (Popmoney) and Account to Account External Transfers are allowed. The fees we are assessed by Fiserv are passed on to you. In order for payments to be made on a mobile device, online banking is required.)
- get balance information about checking, savings or certificate of deposit, line of credit, demand deposit loan, IRAs, HSAs, and loans. All account balances reflect real-time activity.
- get transaction history about checking, savings or certificate of deposit, line of credit, demand deposit loan, HSAs, IRAs, HLFs and loans
- utilize electronic bill payment services

Your mobile service provider's standard service fees (such as text message fees) will apply to all transactions. Check with your service provider for information about these fees. You must agree to the online mobile banking service agreement and terms and conditions contained on the mobile banking application when you enroll in mobile banking. You may also be required to comply with other instructions and agreements provided online when you log onto the mobile banking service.

**MOBILE CHECK DEPOSIT**

You can easily deposit checks with your iPhone and Android phones and tablets. To access this feature, you need to be an online banking customer, and download our app. All online banking laws, rules and regulations apply.

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network 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).

**Limitations on frequency of transfers** - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your account(s):

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Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check, draft, debit card (point-of-sale), or similar order to third parties.

Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card (point-of-sale), or similar order to third parties are limited to six per month.

#### Documentation

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (402)924-3861 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your checking account(s), including Kasasa checking and savings account(s).

You will get a quarterly account statement from us for your regular variable-rate savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

You will get a monthly account statement from us for your regular variable-rate savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

#### Preauthorized Payments

**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 is how:

Call or write us at the telephone number or address listed in this disclosure 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.

**Notice of varying amounts** - If these regular payments may vary in amount, the person 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.)

**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.

#### Financial Institution's Liability

**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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### Confidentiality

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

- (1) where it is necessary for completing transfers; 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) as described in our privacy policy disclosure, provided separately.

### Unauthorized Transfers

**(a) Consumer liability.** (1) Generally. Tell us AT ONCE if you believe your card or 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 you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code, and we can prove 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.

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 60 days after the statement was mailed to you, you may not get back any money 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.

(2) Additional Limits on Liability for MasterCard® branded debit card. Your liability for unauthorized use of your debit card with the MasterCard® logo will not exceed zero dollars 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. This zero liability applies to purchases made in the store, over the telephone, online or via a mobile device and ATM transactions.

If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your MasterCard® debit card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.

Zero Liability does not apply to MasterCard® payment cards:

- \* Used for commercial, business or agricultural purposes (PLEASE NOTE: Zero Liability does apply to MasterCard® credit and debit cards for small businesses); or
- \* Anonymous prepaid cards, such as store or gift cards, until such time as the identity of the cardholder has been registered with the financial institution that issued the card.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is incorrect 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. Tell us the dollar amount of the suspected error.
3. 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.

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 if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated



transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) 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 credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three 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 you have inquiries regarding your account, please contact us at:

The Tri-County Bank  
Electronic Fund Transfers Department  
PO Box 10  
106 North Main Street  
Stuart, NE 68780-0010  
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday  
Holidays are not included.

Our lobby business hours in Stuart, Atkinson, Bassett, and O'Neill, NE are 9:00 a.m. to 4:00 p.m., with the exception of Stuart on Wednesdays. Our drive up teller hours in Atkinson and Bassett are 8:30 a.m. to 4:00 p.m. Monday, Tuesday, Thursday, and Friday. On Wednesdays, the drive up teller hours in Atkinson and Bassett are 8:30 a.m. to 5:30 p.m. and the lobby hours in Stuart are 9:00 a.m. to 5:30 p.m. Our drive up teller hours in O'Neill are 9:00 a.m. to 4:00 p.m. Monday through Friday.

PHONE: (402)924-3861 or (800)422-5675

#### Other Terms

Stop payments on certain other transfers: If you have authorized a transfer from your account by telephone or via the internet by providing information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at (402) 924-3861 before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). The charge for the stop payment request will be the current charge of such service as set out in the applicable fee schedule.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

