

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.

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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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 or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **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.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

ATM Transfers - types of transfer and dollar limitations - You may access your account(s) by ATM at Cirrus and NetWorks terminals using your Visa® Check Card and personal identification number (PIN), to:

- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with a debit card
 - dollar limitations will be disclosed at card issuance
- get cash withdrawals from savings account(s) with a debit card
 - dollar limitations will be disclosed at card issuance
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking account(s)
 - the account balance of your savings account(s)
- An account balance is your memo ledger available balance. 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; Highway 20 and Main Street, Newport, NE; 103 West U.S. Highway 20, Bassett, NE; and 702 E. Douglas Street, O'Neill, NE) is \$500 per transaction.

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of Visa® Check Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

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 VISA®, Interlink, and Pulse; our participating "regional" POS network is NetWorks. 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.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and International Transactions. When you use your Visa® Check Card 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 either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we charge you a 2% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

Internet Banking Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.tricountybank.com and using your Access ID and password, to:

- transfer funds from checking, savings, HELOC (home equity line of credit), demand deposit loan (checking plus), money market to checking, savings, HSA (health savings account), money market
- make payments from checking, savings, money market to third party, demand deposit loan (checking plus), HELOC (home equity line of credit), loans
(Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately. Funds transfers involving Health Savings Accounts and IRAs are NOT allowed through Internet Banking. Deposits can be made into Higher Learning Funds online; withdrawals are required to be made at the bank.)
- get balance information about checking, savings, certificate of deposit, line of credit or DDL (checking plus), IRAs, HSAs, LTCs, and loans. All account balances reflect real-time activity.
- get transaction history about checking, savings, certificate of deposit, line of credit or demand deposit loans, HSAs, IRAs, LTC (long term care), HLFs (education accts) and loans.

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 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 using the following for access: Name and Address.

You may access this service to:

- make payments from your checking account(s), MMDA account(s), health savings account(s), long-term care savings plan(s), student account(s) and Good Ol' Joe account(s) to anyone within the United States. Examples include utilities, auto loan(s), bank loan(s), credit card payment(s), health care providers and 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.)

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

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.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- 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.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for 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).

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.
- **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, 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 accounts.

You will get a monthly account statement from us for your savings accounts, 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 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 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 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.

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 explained in our Privacy Disclosure, provided separately.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/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 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for Visa® Check Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA® or to commercial cards.

(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 wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. 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.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 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 days (90 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 credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 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 each of you already has 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 and will debit any interim amounts credited to your account.

You may ask for copies of the documents that we used in our investigation.

THE TRI-COUNTY BANK
ELECTRONIC FUND TRANSFERS DEPARTMENT
P.O. BOX 10, 106 NORTH MAIN STREET
STUART, NE 68780-0010
Business Days: Monday through Friday
Excluding Federal Holidays

Our lobby business hours in Stuart, Atkinson, Bassett, and O'Neill, NE are 9:00 a.m. to 4:00 p.m. 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. 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

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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.

