

FIRST STATE BANK OF WYOMING

TERMS & AGREEMENTS

Included in this document:

- **Online Agreement & Disclosure to use our Online Banking and Mobile Banking Services**
- **Mobile Deposit Agreement**
- **EFT Disclosure/Regulation E**

ONLINE AGREEMENT & DISCLOSURE STATEMENT

This agreement describes your rights and obligations as a user of the Online Banking (OB) and Mobile Banking service. It also describes the rights and obligations of First State Bank of Wyoming. Please read this agreement carefully. By requesting and using this service, you agree to comply with the terms and conditions of the Agreement. If you have any questions or do not understand any terms of this agreement, please feel free to contact the bank prior to your use of the service.

The terms "we", "us," our," "FSBW" and "BANK" refer to First State Bank of Wyoming. The terms "you" and "your" refer to each person listed who is entitled to use the Bank account according to such person's existing agreements with the bank. The terms and conditions that apply to Online Banking also apply to Mobile Banking, in addition to those you accept when downloading the APP. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and FSBW, this Agreement will control.

ACCESS

To use OB you must have at least one account at FSBW, access to internet service and an e-mail address. Once we have received your enrollment form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned login ID and temporary password. OB can be used to access only the Bank accounts that you have designated for access by OB in your Enrollment form. You can add or delete any of your BANK accounts from this Agreement by completing a new Enrollment form. Access to your accounts through OB will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through OB to determine that they are made on behalf of the account holder. Once enrolled in OB you may download our Mobile Banking APP from the APP store and use that as your OB access.

ONLINE BANKING SERVICES

You can use OB to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, make loan payments, advance funds from credit lines, view check images, view statements, export transaction history, originate ACH entries and change your address. Balance and activity information is updated throughout the business day. The ability to pay bills from your BANK accounts in the amounts and on the dates you request is available using our BillPay product which requires a separate Enrollment form.

NO SIGNATURE REQUIREMENT

When any payment or other on-line service generates items to be charge to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

ONLINE BANKING GUARANTEE

We guarantee that you will be covered for 100% of funds removed from you FSBW accounts in the unlikely event that someone you haven't authorized removes those funds through our Online Banking. To qualify for this guarantee, you must follow Your Responsibilities below.

YOUR RESPONSIBILITIES

You are responsible for protecting your password and account information by:

- Not disclosing your personal account information to others (including your ATM PIN, online username and password), and
- Promptly reporting incident of unauthorized account access or use by calling 651-462-7611 within the time frames noted below for making a claim.

To make a claim using the ONLINE BANKING GUARANTEE:

If you are an individual customer or small business customer of FSBW using our ONLINE BANKING, you must notify us of unauthorized activity within 60 calendar days after the date we send you the account statement showing that unauthorized activity.

We will respond to you within 10 business days after we receive your claim.

LIABILITY

First State Bank of Wyoming is responsible for complying with the terms of this Agreement. However we will not be liable:

- If you do not have enough money in your account to make a transfer;
- If we are directed to prohibit withdrawals from the account by applicable law or court order;
- If your account is closed or if it has been frozen;
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;

- If you, or anyone you permit to utilize the Services, commits any fraud or violates any law or regulation;
- If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Services;
- If you have not properly followed the instructions for using the Services;
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payment by a third party) prevent the utilization of the Services, including without limitation a transfer, despite reasonable precautions taken by us.

NOTICE OF LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and arrange to change your Password. You will be responsible for any transaction that contains an error or is a duplicate of another transaction. FSBW is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communication facility, and no such party shall be deemed to be FSBW's agent. In any event, FSBW will not be liable for any special, consequential, incidental or punitive losses, damages or expenses in connection this Agreement or OB, even if FSBW has knowledge of the possibility of them. FSBW is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond FSBW's reasonable control.

SECURITY

You understand the importance of your role in preventing misuse of your accounts through OB and you agree to examine your paper statement for each of your bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number and your personal identification information such as driver's license number and social security number. You understand that personal information by itself or together with information related to your account may allow unauthorized access into your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via OB is encrypted in an effort to provide transmission security and OB utilizes identification technology to verify that the sender and receiver of OB transmission can be appropriately identified by each other. Notwithstanding our efforts to ensure that OB is secure, you acknowledge that the internet is inherently insecure and that all data transfers including electronic mail occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing FSBW OB, or e-mail transmitted to and from us, will not be monitored or read by others.

USER ID AND PASSWORD POLICY

User ID and passwords are both case sensitive. The User ID and password issued to you is for your security purposes. Your password must consist of both letters and numbers. It is confidential and should not be disclosed to third parties. You are responsible for safekeeping

your password. You may change your password at any time by clicking on "Preferences." You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

Passwords are required to be at least 8 characters, cannot be more than 22 characters, must contain at least on number, at least one UPPER CASE character and may contain special characters.

If your Password has been lost or stolen, call FSBW immediately at (651)462-7611, from 8:30 to 5:00 (Central Time) Monday through Friday. Telephoning is the best way to minimize your losses. If you believe your Password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more the \$50.00 if someone uses your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft or your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

1. Transfer Funds among your checking accounts, savings accounts, money market accounts, and loans. NOTE: Because regulations require us to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:
 - a. You can make no more than six transfers per month from your statement savings account by pre-authorized or automatic transfer or by telephone or Online Banking.
 - b. You can make no more than six transfers per statement period from your Money Market Savings account by pre-authorized or automatic transfers or by telephone or Online Banking and no more than three of these may be by check, draft or debit card.
 - c. For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.
2. New services may be introduced for Online Banking from time to time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules, which will be made available to you concerning these services.

FEES

Online Banking is a free service First State Bank of Wyoming provides to qualified customers. You agree to pay the fees and charges for your use of System services as set forth in the current fee schedule. Other fees for related services such as Bill Payment fees, non-sufficient funds fee, research, and/or Stop Payment fees may apply. Please refer to the Fee Schedule for details.

STATEMENTS

All of your payments made through FSBW Online Banking will appear on your account statement. The Payee name, payment amount and date of the debit will be reflected for each payment made through Online Banking or the Bill Payment Service.

HOURS OF ACCESS

You can use OB seven days a week, twenty-four hours a day. Although some or all OB services may not be available occasionally due to emergency or scheduled system maintenance, we agree to post notice of any extended periods of non-availability on the FSBW website. FSBW specifically does not warrant that service will be available at all times. During these times you may use XPRESS Telephone Banking, an ATM or a Bank Branch to conduct your transactions (assuming you have applied for and been accepted to utilize such telephone and ATM services).

A transfer initiated through Online Banking before 4:00 p.m. (Central Time) on a business day is posted to your account the same day. All transfers completed after 4:00 p.m. (Central Time) will be posted on the next business day.

ERRORS OR QUESTIONS

In case of errors or questions regarding an Online Banking Transfer, a Bill Payment transaction, or any error on your account history you may telephone or write us at:

First State Bank of Wyoming
PO Box 308
Wyoming, MN 55092
(651)462-7611

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. Please include:

1. Your name and account number.
2. Description of the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. The dollar amount of the suspected error and any applicable dates.

We will tell you the results of our investigation within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a foreign-initiated transfer) 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 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 if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a foreign-initiated transfer) 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. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

CONFIDENTIALITY

We will disclose information to third parties about your account:

1. Where it is necessary for completing a transaction initiated by you.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government or court orders, or other requirements.
4. If you give us your written permission.
5. When you have asked or given us permission to do so.
6. In order to protect you, your interest, the interest of the Bank, or if we suspect fraud or illegal activity.

Information concerning your account history with us will be shared with the employees of First State Bank of Wyoming as required in the course of business. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party. Please refer to our Privacy Policy for further information.

CHANGE IN TERMS

We may change any term of this Agreement at any time. If the change would result in increased fees for any OB service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change unless an immediate change is necessary to maintain the security of an account of electronic fund transfer system. We will post any required notice of the change in terms on the OB website or forward it to you by e-mail or postal mail if advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject OB Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

INACTIVITY/TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the deposit accounts which you access using electronic banking services. We can terminate your electronic banking privileges (including the Bill Payment service) under this Agreement without notice to you, if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We may convert your account to inactive status if you do not sign on to Online Banking during any consecutive 90 day period. If your account is considered inactive, you must contact us to have Online Banking reactivated.

To cancel Online Banking you must notify us and provide your name, address, what service you are discontinuing and the effective date to stop the service. You may notify us by one of the following methods:

1. By sending an email to mail@fsbwyoming.com
2. By calling (651)462-7611, 8:30 a.m. - 4:00 p.m. (Central Time) Monday through Friday.
3. By writing a letter and either sending it to the following address or giving it to a Customer Service Representative at any location.

First State Bank of Wyoming
PO Box 308
Wyoming, MN 55092

MOBILE DEPOSIT CAPTURE SERVICES TERMS AND AGREEMENTS.

This Mobile Deposit Capture User Agreement contains the terms and conditions for the use of First State Bank of Wyoming Mobile Deposit Capture services that First State Bank of Wyoming may provide to you. Other agreements you have entered into with First State Bank of Wyoming, including the Deposit Account Agreement and Disclosures governing your First State Bank of Wyoming account, are incorporated by reference and made a part of this Agreement.

Services. The mobile deposit capture services are designed to enable you to take a snapshot of a check with your Smart phone or tablet and deposit it into your checking account through the First State Bank of Wyoming Mobile Banking app.

Fees. This service is provided to you free of charge. We may with at least 30 days' notice to you implement a fee for this service. If you continue to use the service after the fee becomes effective you agree to pay the fee, which may change from time to time. You are responsible for any fees that your wireless carrier may charge you. Service charges may be assessed for checks deposited in accordance with First State Bank of Wyoming's Deposit Account Agreement(s).

Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, First State Bank of Wyoming reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Limitations of Service. When using the Service, you may experience limited access over some mobile carriers. In addition, the service may not be compatible for all devices. First State Bank of Wyoming cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues or any errors or delays this may cause. We are not responsible for any cost of upgrading the Device to remain current with the service. We are not responsible for any damage to the Device or the data within. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event the Service is unavailable, you may deposit original checks at our branches or by mailing the original check to:

First State Bank of Wyoming, PO BOX 308, Wyoming, MN 55092.

Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible mobile devices. First State Bank of Wyoming is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Security. You agree to keep your mobile device secure and to close your Mobile Banking App when not in use. If you suspect your mobile device is lost or stolen, you must notify First State Bank of Wyoming immediately at 651-462-7611.

Ineligible Checks. You agree that you will not use the Services to take a snapshot of any checks that are listed below:

- a. Checks payable to any person or entity other than you.
- b. Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks drawn on a financial institution located outside the United States.
- d. Checks not payable in United States currency.
- e. Checks dated more than 6 months prior to the date of deposit.
- f. Checks prohibited by First State Bank of Wyoming's current procedures relating to the Services or which are otherwise not acceptable under the terms of your First State Bank of Wyoming account.

Deposit Limits. We reserve the right to impose and modify limits on the amount and/or number of deposits that you transmit using Mobile Deposit. You agree that you may have your deposit rejected for exceeding the limits. You agree that you may have to deposit the check by means other than Mobile Deposit. You may call us at 651-462-7611 for more information on deposit limits.

Image Quality. The snapshot of the check deposited to your account must be legible. The First State Bank of Wyoming Mobile Deposit Capture Services may ask you to retake the photo if it is

illegible. If your deposit is rejected, the First State Bank of Wyoming will notify you by email or by phone.

Endorsements and Procedures. You agree to restrictively endorse any item captured through the Services as *“For mobile deposit only”* followed by your signature. You agree to follow any and all other procedures and instructions for use of the Services as First State Bank of Wyoming may establish.

Receipt of Items. We reserve the right to reject any check captured through the Services, at our discretion. We are not responsible for checks we do not receive or for images that are dropped during transmission. ***You will be responsible for the charges if your account is negatively affected.***

Availability of Funds. You agree that items captured using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the service is received and accepted before 4:00 pm Central Standard Time on a business day that we are open, we consider that the day of your deposit. Otherwise we will consider that the deposit was made the next business day we are open. First State Bank of Wyoming may delay availability of funds based on such factors as creditworthiness, the length and extent of your relationship with us, transaction experience information, and such other factors as First State Bank of Wyoming in its sole discretion deems relevant.

Disposal of Captured Checks. Depending on your mobile device operating software, you may receive a confirmation page or a message that states the images processed successfully. Once you have received either message, you agree to prominently mark the check as “Electronic Deposit on DATE”. DATE being the month, day and year of the deposit. You agree never to represent the item. You will store the item in a secure location for 60 days, after which you will promptly destroy the item.

Request for Original Check. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to First State Bank of Wyoming as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. If the original check has been destroyed, you will be responsible for providing a replacement check.

Termination. The Customer may terminate the Service by providing written notice to the First State Bank of Wyoming. Termination of such service will be completed within three business days after First State Bank of Wyoming receives written notice of termination from the customer. First State Bank of Wyoming may also terminate or suspend the services immediately without notice to the Customer if any of the following occurs:

- a. Customer becomes insolvent, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation, or dissolution proceeding of any kind.

- b. A material adverse change occurs in Customer or Customer's financial condition.
- c. First State Bank of Wyoming has reason to believe that the Customer may have engaged in fraudulent or illegal activity.
- d. Customer fails to provide financial information reasonably requested by First State Bank of Wyoming.
- e. First State Bank of Wyoming determines it is impractical or illegal to provide the Service because of changes in laws, regulations, or rules.
- f. First State Bank of Wyoming, at its sole discretion, decides to unilaterally terminate the Service at any time for any reason whatsoever. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination.

Errors. You agree to notify First State Bank of Wyoming of any suspected errors regarding checks deposited through the Services right away, and in no event later than 60 days after the applicable First State Bank of Wyoming account statement is sent. Unless you notify First State Bank of Wyoming within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First State Bank of Wyoming for such alleged error.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in First State Bank of Wyoming's sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.

Ownership & License. You agree that First State Bank of Wyoming retains all ownership and proprietary rights in the Services, associated content, technology, and app. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the services. Without limiting the restriction of the foregoing, you may not use the Services:

- a. in an anti-competitive manner
- b. for any purpose which would be contrary First State Bank of Wyoming's business interest
- c. to First State Bank of Wyoming's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES:

- a. WILL MEET YOUR REQUIREMENTS
- b. WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE
- c. THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE
- d. ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT FIRST STATE BANK OF WYOMING WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST STATE BANK OF WYOMING HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification. You warrant to First State Bank of Wyoming that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to First State Bank of Wyoming is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless First State Bank of Wyoming from any loss for breach of this warranty provision.

Other terms. You may not assign this Agreement. This Agreement is entered into in Minnesota and shall be governed by the laws of the State of Minnesota and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

REGULATION E DISCLOSURE

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This form complies with federal and Minnesota law. It applies to our electronic fund transfer (EFT) services. Electronic funds transfers are electronic transfers of money to or from your deposit account with us. This form states your and our rights and responsibilities for electronic fund transfers. In this form, the words “you” and “your” mean each and all who sign as applicants and any users of the service. The words “we”, “us” and “our” mean the Financial Institution. The abbreviation “PIN” or word “code” means a personal identification number.

First State Bank of Wyoming Debit Card

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 you 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 MasterCard symbol. You may use that 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.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum dollar amount per card per day as set by First State Bank of Wyoming.
- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- You may purchase up to a maximum dollar amount per card per day as set by First State Bank of Wyoming 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 \$1.00 charges for each ATM withdrawal at machines we do not own or are not part of the Money Pass system.
- There is a Replacement Card Fee of \$5.00 per card.
- We do not charge of any POS transactions.
- Cards designated as ATM only will be charged a \$6.00 annual fee.

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).

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 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 Point of Sale Debit Card Transactions. Tell us, **AT ONCE**, if you believe your MasterCard point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your point of sale debit card with the MasterCard logo when it is used as a MasterCard point of sale debit card will not exceed **(A)** Zero dollars (\$0.00) if the conditions set forth below have been met, or **(B)** if those conditions have not been met, the lesser of fifty dollars (\$50.00) or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. Zero liability will apply only if: (1) you can demonstrate that you have exercised reasonable care in safe-guarding your card from risk of loss or theft; and (2) you have not reported two or more incident of

unauthorized use to us within the preceding twelve (12) months; and (3) your account is in good standing. These liability limits apply only to United States issued MasterCard branded cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below). For specific restrictions, limitations and other details, see your Cardholder Agreement. "Unauthorized use" means the use of your point of sale debit card by a person, other than you, who does not have actual, implied or apparent authority for such use and for which you receive no benefit. 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 you account and minimize any inconvenience.

In addition to the terms outlined above 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 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 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 sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00 if your card is lost or stolen and someone used your card without your permission. 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 you receive the statement, 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 (651) 462-7611, or write us at First State Bank of Wyoming, PO Box 308, 26741 Felton Ave, Wyoming, MN 55092. 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 from 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 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 at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you have 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 (651) 462-7611 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.
- There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at **(651) 462-7611**, or write us at **First State Bank of Wyoming, PO Box 308, 26741 Felton Ave, Wyoming, MN 55092** 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 you 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 account, point of sale debit card transactions, or foreign-begun 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.

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

- Where it is necessary for completing transfers; or
- To verify the existence and condition of your account upon the request of a third party, such as 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 is for security reasons. The numbers are confidential and should not be given to anyone else or listed on the card. You must keep your numbers safe. You agree not to give your ATM PIN or POS PIN to anyone who cannot 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 we receive the notice at our telephone number or address shown in the Agreement. We may change the terms and conditions for any EFT service. 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 EFT service is governed by regulations and any future changes to those regulations.

Enforcement. If you or we bring a legal action to enforce this Agreement or to collect amounts owing as result of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

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

- You 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 or Audio Response PIN;
- We notify you or any other person on your account that we have cancelled or will cancel this Agreement. You or any other person on your account can cancel this Agreement by notifying us in writing.

Service is cancelled the first business day after we receive your written notice. Cancelling this agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled.

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: You must call us at the telephone number listed in this form, or write us at the address listed in this form, 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. If you don't, your stop payment will not bind us after fourteen (14) days. We will charge you \$ 25.00 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.

Delay. There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit at ATMs.

Completing Transactions. We refuse to complete a transaction:

- If you do not have enough money in your account; or
- If you would go over your credit limit; or
- If you would lower your balance to less than the required balance; or
- If it would require us to change the money that we hold for the account.

Other Minnesota Disclosures. ATM transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM. Payment for goods or services by transfer of money through an ATM does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM. We are liable for all unauthorized withdrawals at an ATM or a POS unless the unauthorized withdrawal was due to the loss or theft of the card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft. The limitation on liability is effective only if the card issuer is notified of unauthorized charges

contained in a bill within sixty (60) days of receipt of the bill by the person in whose name the card is issued. An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal, and from which withdrawal you receive no benefit.

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, plus court costs and reasonable attorneys' fees incurred.

To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures, or systems.

ATM SAFETY TIPS

- As issuers of Automated Teller Machine (ATM) access devices, we have provided for you information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:
- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

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