

ELECTRONIC FUNDS TRANSFERS  
YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for these transactions. You should keep this notice for future reference.

1. TRANSFER TYPES AND LIMITATIONS

a. Terminal Transfers. You may use your card and/or code to make:

- (1) Cash withdrawals from checking and savings accounts
- (2) Deposits to checking and savings accounts
- (3) Transfer of funds between checking and savings accounts upon request
- (4) Balance inquiries available at selected locations
- (5) Pay for purchases at places that have agreed to accept check cards
- (6) Pay bills directly by E-Banker from your checking/savings accounts

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

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.

b. Prearranged Transfers. You may arrange for us to:

- (1) Accept certain direct deposits to your checking account.
- (2) Accept certain direct deposits to your savings account.
- (3) Pay certain recurring bills from your checking account in the amounts and on the days you request.
- (4) Pay certain recurring bills from your savings account in the amounts and the days you request.

c. Limitations on Frequency of Transfers.

- (1) You may withdraw up to \$750.00 at an ATM machine and up to \$1,500.00 at POS locations per day if funds are available.

d. Fees

- (1) We charge \$2.00 per foreign transaction to our customers whose accounts are set up to use our automated teller machine. Other ATM's that do not belong to us may impose a charge if you use our card there.
  - (2) International Transaction fee: We charge \$5.00 per international transaction to our customers whose accounts are set up to use our automated teller machine. A 1% fee will be assessed on international transactions made with your ATM/Check Card and listed separately on your statement. A foreign currency rate will be selected by Visa.
- Except as indicated above, we do not charge for Electronic Funds Transfers.

2. DOCUMENTATION

a. Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our terminals.

b. 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 the telephone number listed below to find out whether or not the deposit has been made.

c. In addition,

- (1) you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

3. PREAUTHORIZED PAYMENTS

a. 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's how:

Call or write us at the telephone number 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.

b. 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.)

c. 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.

#### 4. FINANCIAL INSTITUTIONS LIABILITY

a. 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 transfer would go over the credit limit on your overdraft line.
- \* If, the automated teller machine 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 transfer, despite reasonable precaution that we have taken.
- \* There may be other exceptions stated in our agreement with you.

#### 5. CONFIDENTIALITY

a. 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 agencies or court orders; or
- (4) If you give us written permission

#### 6. UNAUTHORIZED TRANSFERS

a. Consumer Liability. Tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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 believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, 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, 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.

b. Contact in the event of an unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

#### 7. 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.

(1) Tell us your name and account number (if any).

(2) Describe the error of 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 should tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days for point of sale or foreign-initiated transfers) 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 for point of sale or foreign-initiated transfers) to investigate your complaint or question. If we decided to do this, we will credit your account within 10 business days (20 business days for point of sale or foreign-initiated transfers) 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 the 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 is 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.

For Problem Resolution, Call or Write:

Phone: (877) 976-2265

First Bank & Trust Co.

923 W Main St

PO Box 580

Duncan, OK 73534

E-Mail [info@fb247.com](mailto:info@fb247.com)

Our Business Days are Monday through Friday - Holidays not included.