

# ELECTRONIC FUND 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. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

#### Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

**Telephone Transfers.** You may access your account(s) by telephone at (888)234-4585 using a touch tone phone, your account numbers, and an ID verification code to:

- Transfer funds from checking to savings and from savings to checking
- Transfer funds from checking to checking and from savings to savings
- Make payments from checking and savings to loan accounts with us
- Get checking and savings account(s) information
- Get summary information on loan account(s)

**ATM Transfers.** You may access your account(s) by ATM using your MidCountry Bank ATM or Debit Card and personal identification number to:

- Make deposits to checking and savings accounts
- Get cash withdrawals from checking and savings accounts. You may withdraw no more than \$500 per day.
- Transfer funds from savings to checking and from checking to savings
- Get checking and savings account(s) information
- For security reasons, additional limits on ATM and POS transactions may apply

#### Point-of-Sale Transactions. Using your card:

You may access your checking account(s) to purchase goods (in person, by phone or by computer), pay for services (in person, by phone or by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may not exceed more than \$2,000 in transactions per day. For security reasons, additional limits on ATM and POS transactions may apply.

**Computer Transfers.** You may access your account(s) by computer at [www.midcountrybank.com](http://www.midcountrybank.com) and using your account numbers, login ID and password to:

- Transfer funds from checking to savings and from savings to checking
- Transfer funds from checking to checking and from savings to savings
- Make payments from checking and savings to loan accounts with us
- Get checking and savings account(s) information
- Get summary information on loan account(s)

**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 Clearinghouse (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:

- 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. You may make payments by electronic check from Money Market accounts. Payments from Money Market accounts are limited to 6 per month.
- Authorize merchant to electronically collect fee for NSF. If debited as EFT, this disclosure applies.

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

- Transfers from a savings or Money Market account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to 6 with no more than 6 transfers by check or similar order to third parties. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.
- Check limitations refer only to Money Market accounts

**International ACH transactions.** Receivers and senders of ACH transactions should be aware that the receiving and sending financial institutions may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the Office of Foreign Asset Control (OFAC), Specially Designated Nationals (SDN) list and that this action may affect settlement and/or availability of the ACH transaction.

**Debit Card Authorizations and Their Effect on Your Available Balance.**

When you use your MidCountry Bank Debit Card for transactions where the final amount is unknown at the time of the transaction, the merchant can request an authorization from MidCountry for an amount larger than your purchase. The merchant requests the larger authorization to ensure that you have enough funds in your account to cover the final amount. The money does not leave your account until the transaction clears but a hold is placed on the available funds on your account until the actual transaction is settled, which can take up to 3 days.

Types of businesses where the final amount is unknown at the time of the transaction include gas stations, restaurants, hotels, airlines, car rental agencies, cruise lines, taxi cabs, limos, resorts and other rental agencies. For example, restaurants may seek a higher authorization in order to allow you to add a tip. If you pay the tip in cash, part of your balance is still blocked until the transaction clears. When you use your card to check into a hotel, the hotel may request an authorization from us to hold the cost of one or two nights lodging on your account.

Holds placed by merchants lower your available balance. If you keep a small balance in your account, the funds on hold could cause you to have card transactions denied, or checks, items, or other transactions returned unpaid.

To avoid denied card transactions or the possibility of returned unpaid checks, items or other transactions, you should keep track of all your transactions and make sure you have enough available funds in your account to cover all of your transactions.

**FEES**

**We charge 3% of the transaction amount for international usage of your ATM and Debit card.**

**ATM Operator/Network Fees:** When you use an ATM not owned by us or a member of the MoneyPass network, 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 a(n) automated teller machine or point-of-sale terminal. 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, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**In addition,** 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.

**Time Needed to Complete Terminal Transactions.**

- Transactions made at an automated teller machine will normally be completed on the same business day, if made before the ATM's business day cut-off. Business day cut-off may differ by location, but will be no earlier than 4:30 pm CT at a machine we own or operate.

**REVERSAL OF POINT-OF-SALE TRANSACTIONS** (applies to customers of **Minnesota** branches only).

You cannot reverse a point-of-sale transaction. Payment for goods or services in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

**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's 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. Or, you may use online banking or telephone banking to place your stop payment. 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. There is a stop payment fee; for fee information please refer to our Schedule of Fees and Charges.

**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:

- 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 precautions that we have taken.
- 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. if you give us written permission
5. as explained in our Privacy disclosure

#### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** (Applies to customers of **Minnesota** branches only) 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 of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

**Consumer Liability.** (Applies to customers of **Nevada** branches only) 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 of 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. Also, 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.

(Applies to **all** customers) 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 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.

- **MasterCard® Debit**

Additional Limits on Liability for MasterCard Debit Card. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. 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 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. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International Incorporated.

**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 at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**RIGHT TO BRING CIVIL ACTION** (applies to customers of **Minnesota** branches only)

You may bring a civil action against any person violating any provision of Minnesota Statutes § 47.69 (governing consumer privacy and unauthorized withdrawals.) If you prevail in such an action, you may recover the greater of your actual damages or \$500.00. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 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 if involving a Visa® transaction or 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 4 10 business days (5 business days if involving a Visa transaction or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

**AMENDMENTS AND TERMINATION** (applies to customers of **Minnesota** branches only)

We reserve the right to amend any terms in this disclosure and to terminate your card privileges upon giving written notice to you within a reasonable period of time in advance of the effective date of the amendment or termination. You may terminate your card privileges by notifying us and returning your card.

MIDCOUNTRY BANK  
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1-877-874-7376  
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Telephone Banking  
1-888-234-4585