

## INSTANT CASH & CHECK CARD ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

If you apply for and receive an ATM and/or debit card ("Card") from us, or you request and we agree to provide, any preauthorized electronic funds transfers to or from your account, you agree to the following terms. You may be assigned a personal identification number ("PIN") to use in making such transfers. Your use of the electronic funds transfer services you have requested will confirm your agreement to these terms. These terms apply only to accounts used for personal, family or household purposes.

### Available Electronic Funds Services.

- Types of services.** Card/PIN transactions: You may use your Card/PIN to
- Withdraw cash from your checking or savings account.
  - Transfer funds between your checking and savings accounts whenever you request.
  - Pay for purchases at places that have agreed to accept the Card/PIN.
  - Make balance inquiries.
  - Some of these services may not be available at all terminals.

Other Electronic Funds Transfer Services:

- You may authorize direct electronic deposits to, and preauthorized transfers or withdrawals from, your account.

### Limitations on dollar amounts of transfers.

- You may withdraw up to your available balance or \$200.00 whichever is less, from our terminals each day, 7 days a week.
- You can use your Instant Cash Card/VISA Check Card to get cash advances from any financial institution. The daily monetary limit allows advances up to your available balance or \$200.00, whichever is less, each day, 7 days a week.

### Fees and Charges

- **Possible Charges for Use of Automated Teller Machines Operated by Other Institutions.** If you perform a transaction at an automated teller machine that we do not operate, you may be charged, and you agree to pay, a fee to the operator of that machine. In addition, you may be charged, and you agree to pay, a fee to any national, regional, or local network utilized to effect the transaction.
- See separate fee disclosure and schedule.
- There is no charge for electronic transfers, deposits, withdrawals or balance inquiries at an ATM owned by us.

### Documentation.

- Terminal transfers.** You will be offered a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point of sale purchases.
- Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month, in any case you will get the statement at least quarterly).
- Passbook accounts.** If the only possible transfer is a direct deposit to your passbook account, you should bring your passbook to us, and we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**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 in instances:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
  - 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.

### Preauthorized Transfers.

- 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:

Telephone us or write to us at

**FWLWLR STATE BANK**  
201 Main Street  
Fowler, CO 81039  
(719) 263-4276

in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

- Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages if you have given us the correct information.

- Documentation.** 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 (719) 263-4276 during business hours to find out whether or not the deposit has been made.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

- 1) where it is necessary for completing transfers;
- 2) in order to verify the existence and condition of your merchant;
- 3) in order to comply with government agency or court orders; and
- 4) if you give us your written permission.

**Business Days.** Our business days are Monday through Friday. Holidays are not included.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card/PIN 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) within two business days. You can lose no more than \$50 if you report the Card/PIN without your permission. If you believe your Card/PIN 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 than \$50 if someone used your Card/PIN without your permission.

With respect to the Card used at a communications facility (ATM), if your card is lost or stolen and subsequently used by an unauthorized person, you shall only be liable for the lesser of \$50.00 or the amount of money, goods, or services obtained by the unauthorized use prior to notice to us of the theft or loss. If unauthorized use occurs through no fault of your own, no liability shall be imposed on you.

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 period.

### In Case of Errors or Questions About Your Electronic Transfers.

Telephone us or write to us at

**FWLWLR STATE BANK**  
201 Main Street  
Fowler, CO 81039  
(719) 263-4276

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 (20 business days for accounts opened within the last 30 days ("new accounts")) 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 new accounts, foreign initiated transfers, or point-of-sale transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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.

We will tell you the results within three business days, after we finish our investigation. If we decide that there was no error, we will send you a written explanation within three business days. You may ask for copies of the documents that we used in our investigation.