

## **Electronic Funds Transfer 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. See *General Limitations for transfers or withdrawals from Statement Savings accounts and Money Market Deposit accounts*.

**Preauthorized Credits and Payments** – You may make arrangements for certain direct deposits or certain recurring bills to be accepted into or from your checking and/or savings account(s).

**Telephone Transfers** – You may access your accounts through our 24-Hour TeleBanker at 636-239-9990 using a touch tone phone, your account numbers, and your Personal Identification Number (PIN):

- Transfer funds from your checking or savings accounts to other checking or savings accounts.
- Make payments from a checking or savings account to a loan account with us.
- Get information about your checking or savings accounts.

**ATM Transfers** – You may access your accounts by ATM using your ATM card or your Bank of Washington Mastercard debit card and personal identification number (PIN) to:

- Make deposits to checking or savings accounts.
- Withdraw cash from checking or savings accounts.
- Transfer funds from your checking or savings accounts to other checking or savings accounts..
- Get account balance information about a checking or savings account.

**Limits and Fees at an ATM** – You may withdraw no more than \$750.00 per day per card in any combination of transactions at an ATM. If you use an ATM not owned by Bank of Washington for withdrawals, your account will be charged \$1.00. Also, when you use an ATM not owned by us, the ATM operator may charge you a surcharge, including for a balance inquiry even if you do not complete the funds transfer.

**Point-of-Sale Transactions** – Using your card, you may:

- Access your checking account(s) to purchase goods or pay for services in person, by phone or by computer.
- Get cash from a merchant, if the merchant permits.
- Get cash from a participating financial institution.
- Do anything that a participating merchant or financial institution will accept with a debit card.

**Limits and Fees for purchases** – You may not exceed more than \$1,500.00 in purchases per day per your Bank of Washington Mastercard debit card. Using your ATM card, you may access your checking account using your card and your personal identification number (PIN) to make purchases at a participating merchant. You may not exceed more than \$250.00 in purchases per day per ATM card. The Bank of Washington does not charge a fee when making purchases using a card, but in some cases, a merchant may add a fee for payments using a card.

**Replacement Card Fee** – We will charge you \$5.00 to replace a lost or damaged card.

**Currency Conversion and Cross-Border Transaction Fees** – If you effect a transaction with your card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction is posed to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management system or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder. As a result we will charge your account for any Currency Conversion Assessment (0.2% of the transaction) and Cross-Border Assessment (0.9% of the transaction).

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

**Computer Transfers** - You may access your account(s) by computer by enrolling in Online Banking at [www.bankofwashington.com](http://www.bankofwashington.com) and by using your access ID and password to:

- Transfer funds from your checking or savings accounts to other checking or savings accounts.
- Make payments from a checking or savings account to a loan account with us.
- Get balance information and transaction history about your checking accounts, savings accounts, loan accounts and certificates of deposit.
- Make payments from checking accounts to third parties using the Bill Pay or Popmoney options.

**Mobile Banking** – You may access your accounts on a web-enabled cell phone by enrolling in Mobile Banking through Online Banking or by downloading a Bank of Washington app to certain smart phones. By using your Online Banking access ID and password you may:

- Transfer funds from your checking or savings accounts to other checking or savings accounts.
- Make payments from a checking or savings account to a loan account with us.
- Get balance information and transaction history about your checking accounts, savings accounts, loan accounts.
- Make payments from checking accounts to third parties using the Bill Pay or Popmoney options.
- Make deposits with certain smart phones.

**Fees and Limits using Online Banking or Mobile Banking** – Popmoney person-to-person payments have limits that vary by individual. Your limit may be found when you initiate a payment from your computer using Popmoney and clicking on “View Limits” next to the amount box. There is a \$.50 per transaction fee to use Popmoney. Mobile deposits are limited to \$1,000 per business day. Deposited funds will not have immediate availability. There is a fee of \$.50 per deposit using Mobile Deposit. This fee is waived if you are depositing to a Green Advantage, Generation Green, Buzz Checking, Gold Advantage or Senior Advantage Green account. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**Electronic Funds Transfers Initiated by Third Parties** – You may authorize a third party to initiate electronic funds 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 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 by electronic check 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 fund transfer from your checking account to collect a charge in the event a check is returned for insufficient funds.

**General Limitations** – In addition to those limitations on transfers elsewhere described, if any, transfers or withdrawals from a Statement Savings account or from a Money Market account to another account of yours or to third parties by preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar orders to third parties, are limited to six per statement cycle. If you exceed the transfer limitation set forth above, your account shall be subject to a \$15.00 fee and possible account closure.

Except as indicated above, we do not charge for Electronic Funds Transfers.

**Documentation** – You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less. 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 an account statement at least quarterly.

**Preauthorized Payments - (a) Right to stop payment.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us or write to us at the telephone number or address listed below to request a stop payment, 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. We charge \$20 for each stop payment. **(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.

**Our Liability** – 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 exceed your overdraft limit or line of credit limit.
- 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 transfer, despite reasonable precautions 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:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the separate Privacy Disclosure.

**Unauthorized Transfers – Consumer Liability.** 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. Call us or write to us at the telephone number or address listed below. 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 two 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 permission. Also, if you do NOT tell us within two 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 can 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 period.

**Mastercard Debit Card** – You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.

**Error Resolution Notice** – In case of errors or questions about your electronic fund transfers, or if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt, call us or write to us at the telephone number or address below as soon as you can. 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 transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

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 ten 10 business days (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) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of documents that we used in our investigation.

Business days are Monday through Friday, excluding federal holidays.

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