

**Equity Bank, N.A.**  
www.equitywebbank.com  
316-612-6000  
888-733-5041

## **YOUR RIGHTS AND RESPONSIBILITIES**

### **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms “we”, “us” and “our” refer to the Bank named above. The terms “you” and “your” refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you received from us related to an account established primarily for personal, family, or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using information from you check to pay for purchases or bills. This disclosure also applies to the use of your ATM Card or VISA Debit Card at our automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by the Bank which are established primarily for personal, family, or household purposes. If you use any EFT service provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

#### **SERVICES PROVIDED THROUGH USE OF ATM CARD OR VISA DEBIT CARD**

If you have received an electronic fund transfer card (“ATM Card” or “VISA Debit Card”) from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER (“PIN”).** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or VISA Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or VISA Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your ATM Card or VISA Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your VISA Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your ATM Card or VISA Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or VISA Debit Card or to write your PIN on your ATM Card or VISA Debit Card or on any other item kept with your ATM Card or VISA Debit Card. We have the right to refuse a transaction on your account when your ATM Card or VISA Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or VISA Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

#### **ATM SERVICES**

The following services are available through use of your ATM Card or VISA Debit Card.

You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**OTHER ATM SERVICES.** You may change your PIN at our ATMs.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through with the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. For example, you may not be able to make deposits or transfer funds at ATMs located out of the state.

Besides being able to use your ATM Card or VISA Debit Card at our ATM terminals, you may access your account through the following networks: STAR, Pulse, and Cirrus.

**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 charge a fee for a balance inquiry even if you do not complete a fund transfer.

Equity Bank will refund all foreign ATM fees before they are presented against your account.

#### **POINT OF SALE TRANSACTIONS**

You may use your ATM Card or VISA Debit Card to purchase goods and services from merchants that have arranged to accept your ATM Card or VISA Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM Card or VISA Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account(s) for ATM transaction is (are) your Checking Account, Money Market, and NOW Account. The designated account(s) for VISA Debit Card transactions is (are) your Checking Account, Money Market, and NOW Account.

In addition, your VISA Debit Card may be used to any merchant that accepts VISA™ debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your ATM Card or VISA Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM Card or VISA Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes you available account balance or available overdraft protection to be exceeded.

**CURRENCY CONVERSION.** When you use your VISA Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by VISA from a range of rates available to wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **SERVICES PROVIDED THROUGH USE OF EQUITY BANK INFO LINE**

You may perform the following functions through use of Equity Bank Info Line

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s). You may change your PIN via the telephone.

#### **PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

#### **SERVICES PROVIDED THROUGH USE OF EQUITY BANK ON-LINE BANKING**

This bank offers it customers an Internet Banking (Home Banking) service. This service permits you to perform the following transactions using your home computer.

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make loan payments to your Equity Bank loan from your Equity Bank deposit account.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and any loans.

You may view checks that have been presented for payment against your account.

You may submit address changes to the bank.

You may retrieve account statements on your accounts.

You may change your account password.

You may pay bills to businesses or individuals. You may initiate payments from your checking account(s), savings account(s), money market account(s), NOW account(s).

For more information about Internet Bill Pay or Internet Banking please visit [www.equitywebbank.com](http://www.equitywebbank.com), the Equity Bank location nearest you, or call the Bank at 316-612-6000.

## LIMITATION ON TRANSACTIONS

### TRANSACTION LIMITATIONS – ATM

CASH WITHDRAWAL LIMITATIONS – You may withdraw up to \$400.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$400.00 worth of goods or services each day through the use of our Point of Sale service.

TOTAL DAILY LIMITS – In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$800.00 in any one day.

### TRANSACTION LIMITATIONS – VISA DEBIT CARD

CASH WITHDRAWAL LIMITATIONS – You may withdraw up to \$400.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$1,500.00 worth of goods or services each day through the use of our Point of Sale service.

TOTAL DAILY LIMITS – In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,900.00 in any one day.

### OTHER LIMITATIONS

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of telephonic transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone. No more than three of the six transfers may be made in check, draft, debit card, or similar order.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt or the transaction is less than \$15.00). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or VISA Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. 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 316-612-6000 to find out whether or not the deposit has been made.

### RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURE TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:  
316-612-6000  
or write to:  
Equity Bank  
PO Box 730  
Andover, KS 67002

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to who the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need within three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### **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 to pay bills.

#### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your ATM Card or VISA Debit Card or PIN or internet banking access code has been lost or stolen call us at:

316-612-6000 (9:00 am – 5:00 pm M-F)

or write to:

Equity Bank

PO Box 730

Andover, KS 67002

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **CONSUMER LIABILITY**

You will tell us at once if you believe your ATM Card or VISA Debit Card or PIN or internet banking access 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. Telephone is the best way of keeping your possible losses down.

**FOR CARDS.** If someone uses your ATM Card or VISA Debit Card without your permission, your liability will not exceed \$50.00 if you notify us with four (4) business days after learning of the loss or theft of the ATM Card or VISA Debit Card. If you fail to notify us within this time frame you can lose as much as \$300.00.

**FOR UNAUTHORIZED TRANSFERS.** If your statement shows a transfer you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the periodic statement or receipt was mailed to you, you may not receive back any of the money you lost after the sixty (60) days, and therefore, you could lose all of the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time.

If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time period.

#### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic funds transfer. However, different limitations apply to certain transactions involving your VISA Debit Card with the Visa™ logo. These limits apply to unauthorized transactions processed on the Visa™ Network.

If you notify us about an unauthorized transaction involving your VISA Debit Card, and the unauthorized transaction took place on the Visa™ Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your VISA Debit Card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa™ Network, including ATM transactions.

Your liability for unauthorized transactions with your VISA Debit Card that involve PIN-based transactions by the Visa™ Network, including ATM transactions, are described under “Consumer Liability” above.

**ILLEGAL USE OF VISA DEBIT CARD.** You agree not to use your VISA Debit Card for any illegal transactions, including internet gambling and similar activities.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

If case of errors or questions about your electronic fund transfers,

call us at:

316-612-6000

or write to:

Equity Bank

PO Box 730

Andover, KS 67002

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transactions you are unsure about along with an explanation as to why you believe it is an error or why you need more information
- The dollar amount of the suspected error.

If you provided oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit you account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it with ten (10) business days, we may not credit your account. The extended time periods for new account apply to all electronic funds transfers that occur with in the first thirty (30) calendar days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions. Visa's™ cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa™ Check Card use within five (5) business days of notification of loss.

We will tell you the results with three (3) business days after completing our investigation. If we decided 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.

#### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

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 as provided by law. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or VISA Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal actions preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

We reserve the right to impose a fee and to change fees upon notice to you.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

You agree that merchant authorization messages transmitted in connection with point of sale transactions are permissible disclosures of account information, and you further agree to release the Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s);or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchants; or
3. In order to comply with government agency or court orders; or
4. With your consent.

#### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

#### **AMENDING OR TERMINATING THE AGREEMENT**

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or

amendment. If you do not agree to abide by a change or amendment, you must notify the Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. The Bank may cancel this Agreement at any time, without giving you prior notice. If you or the Bank cancels this Agreement at any time, you shall surrender your ATM Card or VISA Debit Card and you may no longer use any of the Bank's EFT services other than the automated clearing house transfer services set forth above.

#### **NOTICE OF ATM SAFETY PRECAUTIONS**

**SAFETY PRECAUTION FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or VISA Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious peoples lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transaction on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

#### **Notice of Receipt of Entry:**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

#### **Choice of Law:**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the governed by the laws of the state of Kansas, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

We may offer a discretionary, non contractual means of paying your overdraft. Unless we advised you otherwise, your card allows you to access overdraft protection on your checking account subject to the limits we have established. You agree to repay any overdraft and any overdraft fees caused by using your card. Unless stated on your ATM's screen, a sign near the ATM, and/or your transaction receipt, your stated balance does not include this overdraft protection. You understand that even if you check your account balance immediately prior to using your card, items such as checks you have written or recent credit/debit activities may not have been posted to your account.

You may also, for example, have sufficient funds to use your card, but still cause an overdraft on a check that had not yet been processed. If you want to avoid an overdraft, you agree to reconcile your account by checking your periodic statements and any outstanding unpaid items before using your card.