

# Your Deposit Accounts

Important details about your accounts with Equity Bank

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**EQUITY BANK**

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**SECURITY  
BANK**  
OF KANSAS CITY®



# Understanding Your Consumer Deposit Accounts

This chart describes the features and benefits of your new Equity Bank deposit account. Enjoy no monthly service charges on your account for one statement cycle or 30 days, whichever is less. **Questions?** Call us at 1 (888) 733-5041 or email us at [customerservice@equitybank.com](mailto:customerservice@equitybank.com).

	Essential Checking	Elite Checking	Preferred Checking	Eco Savings	Senior Checking	Tribute Money Market
<b>Minimum Deposit to Open</b>	\$100	\$100	\$100	\$100	\$100	\$1,000
<b>Minimum Balance Required</b>	\$100 minimum daily balance or at least one direct deposit of \$100 per month	None	\$2,000 minimum daily balance	\$200 minimum daily balance	None	\$1,000 minimum daily balance
<b>Monthly Service Charge</b>	\$7 waived if minimum daily balance requirement or at least one direct deposit of \$100 per month is met	\$6	\$10 waived if minimum daily balance is met	\$5, waived if minimum balance is maintained or owner is under the age of 18	None	\$5, waived if minimum balance is maintained
<b>Variable Interest Rate (APY)</b>	None	None	0.05% APY*	0.10% APY* Varies by region	None	Tiered - see chart below
<b>Interest Calculation</b>	None	None	Compounded monthly, credited to account	Compounded quarterly, credited to account	None	Compounded monthly, credited to account
<b>Balance Computation Method</b>	None	None	Applies periodic rate to the daily balance	Applies periodic rate to the average daily balance	None	Applies periodic rate to the average daily balance
<b>Transaction Limitations</b>	Unlimited	Unlimited	Unlimited	2 withdrawals or transfers per month; \$1 for each additional withdrawal	Unlimited	6 withdrawals or transfers per month; \$1 for each additional withdrawal
<b>eStatement</b>	Included at no charge	Included at no charge	Included at no charge	Included at no charge	Included at no charge	Included at no charge
<b>Monthly Printed Statement</b>	\$5 Per Month	Complimentary	\$5 Per Month	\$5 per month for periodic paper statement, which will produce monthly or quarterly based on activity	Complimentary	Complimentary
<b>Check Images and Deposit Ticket Images</b>	Available with Upgrade	Included at no charge	Included at no charge	Included at no charge	Included at no charge	Not available
<b>Online Banking &amp; Bill Pay</b>	Included at no charge	Included at no charge	Included at no charge	Included at no charge	Included at no charge	Included at no charge
<b>Requirements for Earning Interest</b>	Not included	Not included	Minimum balance of \$2,000	Competitive interest rate earned on entire account balance	Not included	Competitive interest rate earned on entire account balance

## Tiers

Account	Average Daily Balance Required to Obtain APY*	APY*
Tribute Money Market	\$0 - \$999.99	0.01%
	\$1,000.00 - \$24,999.99	0.05%
	\$25,000.00 and greater	0.15%

Transaction processing order: Credits, debits, or withdrawals from your account processed in this order: 1) 'Credit' transactions, 2) ATM or Debit Card transactions, 3) Checks, 4) ACH Payments and preauthorization. Items processed from highest dollar amount to lowest dollar amount within each category.

\*APY = Annual Percentage Yield

At our discretion, we may change the interest rate on your account, and we may change the interest rate at any time. There are no maximum or minimum interest rate limits for our accounts.

Interest begins to accrue for non-cash deposits on the business day of deposit.

APY is accurate as of publication and subject to change.

Visit [equitybank.com](http://equitybank.com) for more rate details.

# Understanding Your Deposit Accounts

This chart describes the features and benefits of your new Equity Bank deposit account. **Questions?** Call us at 1 (888) 733-5041 or email us at customerservice@equitybank.com.

	Community Checking	Small Business Checking	Commercial Analysis Checking	Business Interest Checking	Health Savings Account	Christmas Club Savings	Business Ignite Money Market	Business Savings
<b>Minimum Balance Required</b>	\$300 daily balance	None	None	\$2,500 minimum daily balance	None	None	\$1,000 minimum daily balance	\$200 minimum daily balance
<b>Monthly Service Charge</b>	\$5 if minimum balance requirement is not met	None	None	\$4.95	None	None	\$5, waived if minimum balance is maintained	\$5, waived if minimum balance is maintained or owner is under the age of 18
<b>Interest Bearing</b>	Yes (tiered)	No	No	Earns interest with balance greater than \$1,000	Yes (tiered)	Compounded quarterly, credited to account	Yes (tiered)	0.10% APY* Varies by region
<b>Transaction Fees</b>	Unlimited check writing	200 items free, \$0.20 for each thereafter 30 bill payments free, \$0.20 for each thereafter	None	None	Unlimited (IRS limitations and rules apply)	\$6 per withdrawal on any debits made between Jan 1 - Sept 30	6 withdrawals or transfers per month; \$1 for each additional withdrawal	2 withdrawals or transfers per month; \$1 for each additional withdrawal
<b>Other Features</b>	Free Bill Pay	None	Refer to your banker for analysis details	Monthly service charge waived with eStatement selection	\$100 minimum opening balance requirement \$25+ minimum amount required for all deposits after opening Tiered interest rates	No fee for debits made between Oct 1 - Dec 31	None	None

## Tiers

Account	Average Daily Balance Required to Obtain APY*	APY*
<b>Community Checking</b>	\$0 - \$999.99	0.05%
	\$1,000.00 - \$24,999.99	0.05%
	\$25,000.00 and greater	0.05%
<b>Business Interest Checking</b>	\$0 - \$999.99	0.00%
	\$1,000.00 - \$24,999.99	0.05%
	\$25,000.00 and greater	0.05%
<b>Health Savings Accounts</b>	\$0 - \$24,999.99	0.05%
	\$2,500.00 - \$9,999.99	0.05%
	\$10,000.00 and greater	0.05%
<b>Christmas Club Savings</b>	\$0 and greater	0.05%
<b>Business Ignite Money Market</b>	\$0 - \$24,999.99	0.05%
	\$25,000.00 and greater	0.10%

\*APY = Annual Percentage Yield

At our discretion, we may change the interest rate on your account, and we may change the interest rate at any time. There are no maximum or minimum interest rate limits for our accounts.

Interest begins to accrue for non-cash deposits on the business day of deposit.

APY is accurate as of publication and subject to change.

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# Additional Account Information

Please see the following terms, conditions, funds availability, and important additional information that relates to your accounts.

## Terms and Conditions

**(1) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**(2) Agreement.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Kansas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**(3) Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the

dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**(4) Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U. S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **(5) Withdrawals.**

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of

available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the

signatures on the item.

You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**(6) Ownership of Account and Beneficiary Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common).** This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common).** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-on-Death Account.** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If, at the death of the owner(s) of this account, the beneficiary is not living, the beneficiary's estate acquires ownership of the account. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form.** LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

**(7) Business, Organization, and Association Accounts.** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**(8) Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify



you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**(9) Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**(10) Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**(11) Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## **(12) Statements.**

**Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to

examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only).** For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**(13) Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**(14) Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**(15) Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**(16) Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**(17) Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**(18) Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements

and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**(19) Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**(20) Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**(21) ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**(22) Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**(23) Authorized Signer (Individual Accounts only).** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**(24) Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check.

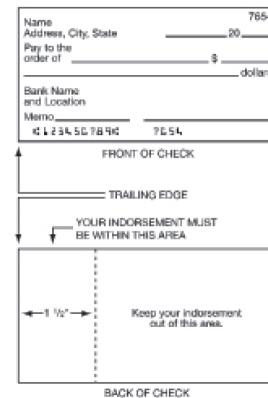
Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**(25) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(26) Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks

**(27) Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**(28) Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**(29) Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**(30) Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze



the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**(31) Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**(32) Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**(34) Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and

the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**(35) Early Withdrawal Penalties (and involuntary withdrawals).** We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**(36) Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**(37) Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**(38) Waiver of Notices.** To the extent permitted by law, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**(39) Additional Terms.**

**Arbitration And Waiver Of Class Action.** You and Equity Bank agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services that we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (1) claims that are initiated in or transferred to small claims court; and (2) claims that arise out of or relate exclusively to any secured or unsecured loan agreement you may have with us. Exclusion number (2) shall not include credit card and debit card agreements, both of which are subject to this Arbitration Agreement.

**1. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**2. Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.

**3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator shall not be permitted to make errors of law. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, and except with respect to an error of law, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA or any other applicable arbitration forum. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for

provisional prejudgment relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies. Nor shall it preclude applicable self-help remedies, such as set-off and repossession.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**4. Class Action Waiver.** ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**5. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

**6. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your relationship with us. To opt out, you must notify us in writing of your intent to do so prior to the Effective Date (defined above). Your opt-out must be sent to us at Equity Bank- 7701 E. Kellogg, Wichita, KS 67207, ATTN: Senior Compliance Officer or ArbitrationOptOut@equitybank.com prior to the Effective Date. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.

# Your Ability to Withdraw Funds

## FUNDS AVAILABILITY POLICY DISCLOSURE

### PURPOSE OF THIS DISCLOSURE

The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Equity Bank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

### DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

### AVAILABILITY SCHEDULE

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

### HOLDS ON OTHER FUNDS FOR CHECK CASHING

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and we decided to delay

availability on the deposit.

### HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day

we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of deposit.

Funds from all other check deposits will be available on the eleventh Business Day after the day of your deposit.

#### **FOREIGN CHECKS**

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

#### **Important Information About Your Account**

##### **Substitute Checks and Your Rights**

###### ***What Is a Substitute Check?***

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

###### ***What Are My Rights Regarding Substitute Checks?***

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

##### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please

Call us at:  
1-888-733-5041

Or write to us at:  
Equity Bank  
Attn: Deposit Ops  
PO Box 730  
Andover, KS 67002

You may also email us at: [depositops@equitybank.com](mailto:depositops@equitybank.com).

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check
- An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 Business Days of the oral claim.



# Electronic Fund Transfer Services - Consumer

## ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

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

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive 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 your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card, Standard Debit Card, NE Oklahoma Consumer Debit Card, Private Banking Debit Card, Student Debit Card, or Premier Debit Card at 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 Equity Bank which are established primarily for personal, family or household purposes. If you use any EFT services 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, STANDARD DEBIT CARD, or PRIVATE BANKING DEBIT CARD

If you have received an electronic fund transfer card (“ATM Card,” “Standard Debit Card,” or “Private Banking Debit Card” - hereinafter referred to collectively as “ATM Card or 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 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 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, including any available line of credit. 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; you 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 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 Equity Bank immediately if your ATM Card or 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 Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or 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 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. You may change your PIN by requesting an Easy PIN Reference Number at any Equity Bank branch location.

### ATM SERVICES

**ATM CARD SERVICES.** The services available through use of your ATM Card are described below.

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).

**DEBIT CARD SERVICES.** The services available through use of your Standard Debit Card, NE Oklahoma Consumer Debit Card, Private Banking Debit Card, Student Debit Card, and Premier Debit Card are described below.

**STANDARD DEBIT CARD SERVICES -** The following services are available through use of your Standard 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).

**NE OKLAHOMA CONSUMER DEBIT CARD SERVICES -** The following services are available through use of your NE Oklahoma Consumer 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).

**PRIVATE BANKING DEBIT CARD SERVICES -** The following services are available through use of your Private Banking 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).

**STUDENT DEBIT CARD SERVICES -** The following services are available through use of your Student 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).

**PREMIER DEBIT CARD SERVICES -** The following services are available through use of your Premier 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).

**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 which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): Pulse, PLUS, and Cirrus.

### POINT OF SALE TRANSACTIONS

You may use your ATM Card, Standard Debit Card, NE Oklahoma Consumer Debit Card, Private Banking Debit Card, Student Debit Card, or Premier Debit Card (“POS Access Card”) to purchase goods and services from merchants that have arranged to accept your POS Access 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 POS Access 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 for ATM Card transactions is your Checking, NOW, Money Market, or Savings Account. The designated account for Standard Debit Card transactions is your Checking, NOW, Money Market, or Savings Account. The designated account for NE Oklahoma Consumer Debit Card transactions is your Checking, NOW, Money Market, or Savings Account. The designated account for Private Banking Debit Card transactions is your Checking, NOW, Money Market, or Savings Account. The designated account for Student Debit Card transactions is your Checking, NOW, Money Market, or Savings Account. The designated account for Premier Debit Card transactions is your Checking, NOW, Money Market, or Savings Account.

In addition, your Standard Debit Card, NE Oklahoma Consumer Debit Card, Private Banking Debit Card, Student Debit Card, or Premier Debit Card may be used at any merchant that accepts MasterCard® 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 POS Access 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 transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc. will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**IMPORTANT ADDITIONAL FEE NOTICE:** MasterCard charges an Internal Service Fee on all international transactions. Therefore, transactions completed with your MasterCard debit card will be subject to an International Service Assessment (ISA) Fee of 1.100% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 0.900% of the transaction amount.

#### **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**

Equity Bank offers its customers use of our Equity Bank On-Line Banking service.

- You may transfer funds between your checking and savings account(s), checking and money market account(s), checking and NOW account(s), savings and money market account(s), savings and NOW account(s), and NOW account(s) and money market account(s).
- 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 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), or NOW account(s).

- Effective January 25, 2021, You may make transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s) to accounts outside of Equity Bank using our external transfer service.

For more information about Internet Bill Pay and Internet Banking please visit [www.equitybank.com](http://www.equitybank.com), the Equity Bank location nearest you, or call the Bank at 1-888-733-5041.

For more information about external transfers please refer to your online banking agreement available through the Equity Bank Application.

#### **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.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - ATM CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$505.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$100.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **TRANSACTION LIMITATIONS - STANDARD DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$505.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **TRANSACTION LIMITATIONS - PRIVATE BANKING DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$2,500.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$10,000.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **OTHER LIMITATIONS**

Consumers with an Impact Checking or Impact Savings account are not allowed Bill Payment services through On-line Banking.

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.

Your Standard or Private Banking debit card can not be used at rental car companies. These types of transactions have been blocked for your security.

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 checks, telephone transfers, online 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 transactions 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 or computer.

### **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.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). 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 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 1-888-733-5041 to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES 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: 1-888-733-5041	Or write to: Equity Bank PO Box 730 Andover, KS 67002
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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 whom 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 at least 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.

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

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

1-888-733-5041 (9:00 am - 5:00 pm M-F)	Or write to: Equity Bank PO Box 730 Andover, KS 67002
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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**

Tell us at once if you believe your ATM Card or 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. Telephoning is the best way of keeping your possible losses down.

**FOR CARDS.** If someone uses your ATM Card or Debit Card without your permission, your liability will not exceed \$50.00 if you notify us within two (2) business days after learning of the loss or theft of the ATM Card or Debit Card. If you fail to notify us within this time frame, you can lose as much as \$500.00.

**FOR UNAUTHORIZED TRANSFERS.** If your statement shows transfers 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 transmitted to you, you may not receive back any of the money you lost after the sixty (60) days, and therefore, you could lose all 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 STANDARD DEBIT CARD OR ATM CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to transactions involving your card with the MasterCard® logo. These limits apply to all unauthorized transactions processed through your MasterCard® logo card.

If you notify us about an unauthorized transaction involving your Standard Debit

Card or ATM Card within (4) business days after learning of the loss or theft, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing. Otherwise your liability for unauthorized transactions will not exceed the liability described under "Consumer Liability" above.

#### **ILLEGAL USE OF DEBIT CARD.**

You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

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

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

Call us at: 1-888-733-5041	Or write to: Equity Bank PO Box 730 Andover, KS 67002	Or email us at: depositops@equitybank.com
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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 Equity 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 transaction 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 provide 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 your 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 within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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 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 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 action 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.

There may be other exceptions provided by applicable law.

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

Automatic Overdraft Protection Transfer between Deposit Accounts – per transfer	\$10.00
Overdraft Transfer from Line of Credit - per transfer	\$11.00
External Transfer - per transfer	\$2.55
Automatic Loan Transfer Payments	FREE

#### CARD FEES

The following fees and charges may be imposed on your attached account.

ATM Card Replacement	\$5.00
Debit Card Replacement	\$5.00
PIN Replacement for ATM or Debit Cards	\$5.00
My Debit Card Design	FREE
My Debit Card Design Card Replacement	\$5.00

#### 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 Equity 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 merchant; 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 21 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 Equity Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. Equity Bank may cancel this Agreement at any time, without giving you prior notice. If you or Equity Bank cancels this Agreement at any time, you shall surrender your ATM Card or Debit Card and you may no longer use any of Equity Bank's EFT services other than the automated clearing house transfer services set forth above.

#### NOTICE OF ATM SAFETY PRECAUTIONS

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

- Have your ATM Card or 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 (envelopes) 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 people 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 transactions 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 Equity Bank.

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

# Courtesy Pay - Consumer

Unanticipated expenses pop up—and sometimes you don't realize that there's not enough cash in your checking account to cover a transaction or clear a check. As you know, having a check returned due to insufficient funds is costly and inconvenient.

Equity Bank offers discretionary Courtesy Pay services on most checking accounts, upon approval. We've enclosed a separate notice with this guidebook to walk you through the service, including terms, conditions, and what you need to know about overdrafts and overdraft fees. The current Overdraft Service limit on your ASB&T account will remain in place after your account changes to an Equity Bank account. With questions, please contact us at 1-888-733-5041.

**For what you need to know about overdrafts, visit [equitybank.com/courtesy-pay](http://equitybank.com/courtesy-pay).**

## Customer Policy

There are several ways your account can become overdrawn, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you (i.e. signature-based point of sale transactions); (3) the return of unpaid items deposited by you; (4) bank service charges; or (5) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid.

While we are not obligated to pay any item presented for payment if your account does not contain enough money as determined by your account ledger balance at the end of the day, as long as you maintain your account in "good standing," we may approve your overdraft items within your current available Courtesy Pay limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) deposit enough money to bring your account to a positive end-of-day ledger balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Courtesy Pay as a continuing line of credit; and (3) have no legal orders, levies or liens against your account.

In the normal course of business, we generally pay electronic transactions, including electronic bill pay, ACH, wires, electronic checks, ATM transactions, and debit card transactions first and then checks high to low, per the bank's policy. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order in which we pay your items may create multiple overdraft items in a single banking day and you will be charged our Overdraft Charge of \$34.98 for each overdraft item presented. This includes ACH or check transactions that a merchant has already presented to the bank and we have returned for an insufficient ledger balance. If your end-of-day balance, according to our records, is \$5 or less overdrawn, you will not incur an overdraft charge. A continuous Overdraft Fee of \$5 per day will be charged beginning the eighth day overdrawn, excluding weekend days and bank holidays. There is a daily cap of \$174.90 per day (five transactions) on overdraft and return item charges.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the bank's Overdraft Charge of \$34.98 per item and the continuous Overdraft Fee of \$5 per day will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Courtesy Pay excessively or seem to be using Courtesy Pay as a regular line of credit. You will be charged a Returned Check Charge of \$34.98 each time a transaction or item is presented and returned. (This includes ACH or check transactions that a merchant has already presented to the Bank and we have returned for an insufficient ledger balance.)

We will notify you promptly of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our Overdraft Charge of \$34.98, the continuous Overdraft Fee of \$5 per day will be deducted from the overdraft limit and/or a Returned Check Charge of \$34.98 that you owe us is due and payable upon demand. Even if we do not ask you for payment, you must repay us, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, is jointly and severally liable for all overdrafts including all fees charged.

Courtesy Pay should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of account ledger balance by entering all items in your check register, reconcile your checkbook regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 1-888-733-5041.

Essential, Elite, and Senior Checking Accounts will have a limit of \$100. The limit for Preferred Checking Accounts will start at \$100, then increase to \$500. Please note that your Courtesy Pay limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. Your available balance may be affected by authorizations which could create additional overdrafts and associated fees when transactions are paid, and you have an insufficient ledger balance. When you ask for your account ledger balance, please remember the amount we show you does not include your overdraft limit.

**LIMITATIONS:** Courtesy Pay is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal use. Equity Bank reserves the right to limit participation to one account per household and to suspend, revoke or discontinue this service without prior notice. If your limit is suspended, unless we notify you otherwise or you request this service be removed from your account, your limit will be made available to cover overdrafts again the first business day after you bring your account to a positive end-of-day balance. If you receive a direct deposit of your monthly Social Security payment into your checking account and do not want Courtesy Pay eligibility, you must advise us to prevent us paying your overdrafts with these funds. Courtesy Pay does not apply to everyday debit card transactions or ATM transactions. Please see your banker to add this feature to your consumer debit card.

# Customer Services - Consumer

Please see below for all of our services and the market price. Don't fret - in almost all cases, we're working to make sure your accounts function for you just as they have in past.

This includes the complimentary services you expect - plus cool extras like mobile deposit, online bill pay, and custom debit cards. If you have any questions about our charges or other services you can add to your account, let us know.

Remember - we never forget it's your money.

Service Description	Price
Account Reconciliation - per hour	\$35.00
Account Research - per hour	\$35.00
Archive Statement Copies - each	\$5.00
ATM/Debit Card Replacement	\$5.00
Bagged Coin for Deposit - per bag	\$2.50
Bank Bag (Zipper)	First Free, after: \$5.00
Bank Bag (Locked) - each	\$25.00
Cashier's Checks - each	\$5.00
Check printing fees	Vary by the style of check ordered
Collection Items, Incoming/Outgoing - each	\$30.00
Copies of Checks - each	\$1.00
Coin and Currency Order	\$3.00, \$0.10, \$0.25 Per-Order, Per-Roll, Per-Strap
Counter Checks - each	\$1.00
Customized Debit Card	FREE
Deposit Return Item - each	\$5.00
Early Account Closure, Within 3 Months of Opening Account	\$25.00
Foreign Checks - each check for deposit	\$30.00
Garnishment - Levy - each	\$75.00
IRA Transfer/Direct Rollover	\$25.00
Money Orders - each	\$2.00

Service Description	Price
Paper Statement Charge - per month	\$5.00
PIN Replacement for ATM/Debit Cards	\$5.00
Safe Deposit Box Lock Drilling	Varies
Safe Deposit Box Lost Key - each	\$10.00
Statement Printout - each	\$5.00
Stop Payment Fee - each	\$34.98
Telephone Balance Inquiry with Equity Bank Representative - per inquiry	\$1.00
Transfer Charge, Transfer of Funds by Phone with Equity Bank Representative - per transfer	\$2.00
Transfer Charge, Automatic Overdraft Protection Transfer between Deposit Accounts - per transfer	\$10.00
Transfer Charge, Overdraft Transfer from Line of Credit - per transfer	\$11.00
Transfer Charge, Transfer of Funds to External Account - per transfer	\$2.55
Wire Fee, Incoming Transfers - each	\$10.00
Wire Fee, Outgoing Transfers - each	\$20.00
Wire Fee, International Incoming Transfer - each	\$50.00
Wire Fee, International Outgoing Transfer - each	\$50.00
Wire Fee, Incoming Non-Customer	Not a service offered
Wire Fee, Outgoing Non-Customer	Not a service offered

Overdrafts and Returned Item Fees	Charge
Overdraft Charge/Return Check Charge - each You will be charged an Overdraft Charge for an overdraft item paid if your account's daily ending balance is overdrawn by more than \$5.00. You will be charged a Return Check Charge for each returned item. No more than \$174.90 or five Overdraft or Return Check Charges will be applied on any one business day*. Overdraft Charge applies to overdrafts created by a check, in-person withdrawal, ATM withdrawal, Debit Card transactions or other electronic means. Return Check Charge applies to an item returned due to insufficient funds. *Consumer Only	\$34.98
Overdraft Charge (Continuous Overdraft) - per day. Assessed on the eighth consecutive overdrawn business day your account is in an overdrawn status. Business days don't include Saturday, Sunday or Bank Holidays.	\$5.00

## Dormant Accounts

For Checking Accounts: A dormant service charge of \$5 per month will be charged after 12 months of no activity or communication and your balance is lower than \$500. For Savings and Money Market Accounts: A dormant service charge of \$5 per month will be charged after 36 months of no activity or communication and your balance is lower than \$500.

# Privacy Notice

Revised March 2021

<b>FACTS</b>	<b>What does Equity Bank do with your personal information?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and Payment history</li> <li>• Credit history and Credit scores</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Equity Bank chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information.</b>	<b>Does Equity Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, to report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

<b>Questions?</b>	Call toll-free 888-733-5041
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# Privacy Notice

Revised March 2021

Who we are	
Who is providing this notice?	Equity Bank
What we do	
How does Equity Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Third parties who access personal information are required by contract to use the information only for the specific authorized purpose and further protect the personal information from unauthorized access.
How does Equity Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or Deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies, such as Equity Bancshares Inc.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Equity Bank does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partner(s) include credit card companies, investment firms, financial service companies, insurance companies, and prepaid card companies.</li> </ul>

