



## Electronic Funds Transfer Disclosure

This Electronic Funds Transfer Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at a financial institution. The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers to and from your account. For purposes of this disclosure, the abbreviation "PIN" or word "code" means one or more personal identification numbers issued to you, or your online banking password. The word "card" means your First PREMIER Bank Mastercard® Debit Card.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Federal Holidays are not included.

**24 Hour Telephone Banking:** No matter what time of day or night, First PREMIER's Bank-By-Phone gives you access to your money virtually 24 hours a day, seven days a week. In Sioux Falls, call 1-605-335-CALL (2255), Outside Sioux Falls, call 1-800-315-6350.

**Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. You may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Determine if a particular check has cleared your account.
- Access loan payment and interest information.

**Fees and Charges for Audio Response Transactions:** We do not charge for any Audio Response Transactions.

### Transfer types and limitations:

**Account Access.** You may use your card or code to:

- Withdraw cash from your account.
- Make deposits to your account.
- Transfer funds between your accounts.
- Pay for purchases at places that have agreed to accept the card.
- Pay bills directly from your account in the amounts and on the days you request.

Some of these services may not be available at all terminals.

**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 and pay bills.

- When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

**Re-presented checks and fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Preatuthorized Transfers.** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account,
- Accept direct deposits from the U.S. Treasury Department to your checking or savings account,
- Pay certain recurring bills from your checking or savings account, or
- You may arrange for us to complete one-time ACH transfers to or from your deposit account. These are in addition to other transfers identified in this disclosure.

### Limitations on frequency and dollar amounts of transfers.

- You must have enough funds available in your account to complete transactions permitted by the Agreement governing your account.
- For security reasons, we may establish limits on the dollar amount and frequency of Card transactions.
- Our standard transaction limits are \$509.00 per day in ATM withdrawals and \$3,000.00 per day for purchases. However, some types of deposit accounts may have minimum balance requirements. Higher limits may be available upon request and approval.

### Preatuthorized payments

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Notify us within your secure Online/Mobile Banking, call us at the telephone number set forth above or write to us at PO Box 1348, Sioux Falls, SD 57101-1348, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$34.00 for each stop payment order you give.

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

**Liability for Failure to Stop Payment of Preatuthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Fees and Charges:**

- We do not charge for any preauthorized EFTs or ACH transfers.
- We will charge \$34.00 for each stop payment order for preauthorized transfers. Please refer to the Consumer Deposit Account Fee Schedule a complete listing of fees applicable to your account.

**ATM fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Documentation**

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-605-357-3002 or 1-800-501-6535 to find out whether or not the deposit has been made.

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain with us and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions about Your Electronic Transfers.** Notify us within your secure Online/Mobile Banking, telephone us at **1-605-357-3002 or 1-800-501-6535**, or write us at **First PREMIER Bank, P.O. Box 1348, Sioux Falls, SD 57101-1348** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. 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 Unauthorized Transfers.** Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us within your secure Online/Mobile Banking, call 1-605-357-3002 or 1-800-501-6535 or write us at First PREMIER Bank, P.O. Box 1348, Sioux Falls, SD 57101-1348. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Termination.** In addition to the account termination rights set forth elsewhere in the Agreement, you agree that we may terminate your account and related EFT services if:

- You or any authorized user breach the Agreement or any other agreement with us; or
- We have reason to believe that there has been unauthorized use of your card, PIN or code.