

The following contains an agreement and disclosures relating to Electronic Fund Transfers (EFT) on your deposit Account. The EFT services we offer are set forth below and while some may not apply to your Account, please read this Agreement carefully because it tells you your rights and obligations for those EFT transactions which are applicable to your Account. You should retain this notice for future reference.

### RESPONSIBILITY FOR EFT TRANSACTIONS: DEFINITIONS

You are responsible for all authorized electronic fund transfers that occur through the use of your access device which Financial Institution will issue to you. You authorize Financial Institution to charge to your accounts all authorized electronic fund transfers, including, but not limited to, electronic fund transfers resulting from preauthorized transfers, use of your access device, or other EFT transactions described herein. In this document, the following words have the following meanings: the words "Depositor," "you," and "your" mean the owners/authorized signers of the Account named in the Signature Card; the words "Financial Institution," "we," "us" and "our" mean the Financial Institution named in the Signature Card; the word "access device" means both the personal identification number (PIN) and/or your automated teller machine (ATM) card or other debit card given to you for use in accessing the Account; the word "Account" means the deposit account with the Financial Institution created under the Signature Card; the word "Signature Card" means the Signature Card and Deposit Agreement you signed when these disclosures were given to you; and the word "Agreement" means this Electronic Fund Transfers Agreement and Disclosure. Other EFT transactions may include: (i) a transfer resulting from you providing a check to a merchant or other payee to capture the routing, account and serial numbers to initiate the transfer (commonly referred to as "electronic check conversions") whether you, the payee or the Financial Institution retains the check; (ii) a payment made by a bill payment service via computer or other electronic means, unless all payments under the service are made solely by check, draft or similar paper instrument drawn on your Account; (iii) any fee authorized by you to be debited electronically from your Account because a check was returned for insufficient funds; (iv) a transfer you initiate by telephone if the Financial Institution has a written plan or agreement allowing transfers to be initiated by telephone; and (v) any other transfer initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing the Financial Institution to debit or credit your Account.

### LIABILITY FOR UNAUTHORIZED USE

CONTACT US AT ONCE if you believe your access device has been lost or stolen or if you believe an EFT has been made without your permission using information from your check. For additional instructions see the Error Resolution provisions included in this Agreement. 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 or overdraft privilege/protection amount, if any). If you tell us within 2 business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your access device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device 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, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as an extended trip or hospitalization prevented you from telling us, we will extend the time periods.

- Visa®: Notify us immediately if your card is lost, stolen or fraudulently used. You will not be held liable for unauthorized transactions processed through the Visa network unless you have been negligent, engaged in fraud or participated in the transaction.
- Mastercard®: Promptly notify us of a loss or theft or if you suspect unauthorized activity. You will not be held liable if you have used reasonable care in protecting your card from the risk of loss or theft.

If you believe your access device has been stolen or that someone has or may transfer money from your Account without your permission, call: 256-845-6101 Bookkeeping Department

or write: First State Bank of Dekalb County  
P.O. Box 681299  
Fort Payne, AL 35968

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

For the purpose of these disclosures, our business days are Monday through Friday.

Holidays:  are  are not included.

**TYPES OF TRANSFERS AND LIMITATIONS**

You may authorize a third party to initiate one-time or recurring payments to/from your Account via one of the various payment networks. The third party will require you to provide your Account number and our routing transit number, both of which can be found on your checks or your debit card information. We recommend providing this information only to a trusted entity to which you are granting authorization to transact on your Account. You are responsible for notifying an authorized third party if your Account is closed or your debit card number or expiration date has changed, if applicable. These types of transactions may include, but are not limited to:

PREAUTHORIZED TRANSACTIONS WITH THIRD PARTIES	
<input checked="" type="checkbox"/> Direct deposits to checking account(s)	<input checked="" type="checkbox"/> Direct deposits to savings account(s)
<input type="checkbox"/> One-time charge to make a payment or pay a bill from your checking account	<input checked="" type="checkbox"/> Recurring charges to make payments or pay bills from your checking account
<input type="checkbox"/> One-time charge to make a payment or pay a bill from your savings account	<input type="checkbox"/> Recurring charges to make payments or pay bills from your savings account

Electronic Check Conversion: You may authorize a merchant or other party to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases, (ii) pay bills, or (iii) collect a charge if your check has been returned unpaid.

You may use your access device(s) to:

ATM/DEBIT CARD TRANSFERS*	
<input type="checkbox"/> Make deposits to checking account(s)	<input checked="" type="checkbox"/> Get cash withdrawals from checking account(s)
<input type="checkbox"/> Make deposits to savings account(s)	<input type="checkbox"/> Get cash withdrawals from savings account(s)
<input type="checkbox"/> Transfer funds from checking account(s) to savings account(s)	<input type="checkbox"/> Make payments from checking to loans with us
<input type="checkbox"/> Transfer funds from savings account(s) to checking account(s)	<input type="checkbox"/> Make payments from savings to loans with us
<input type="checkbox"/> Transfer funds between checking accounts	<input checked="" type="checkbox"/> Get information on checking account(s)
<input type="checkbox"/> Transfer funds between savings accounts	<input checked="" type="checkbox"/> Get information on savings account(s)
*Some of these services may not be available at all terminals.	

TELEPHONE TRANSFERS	
<input checked="" type="checkbox"/> Transfer funds from checking account(s) to savings account(s)	<input type="checkbox"/> Make payments from checking to loans with us
<input checked="" type="checkbox"/> Transfer funds from savings account(s) to checking account(s)	<input type="checkbox"/> Make payments from savings to loans with us
<input checked="" type="checkbox"/> Transfer funds between checking accounts	<input type="checkbox"/> Pay bills or other third parties from your account in the amounts and on the days you request
<input checked="" type="checkbox"/> Transfer funds between savings accounts	<input checked="" type="checkbox"/> Get information on checking account(s)
	<input checked="" type="checkbox"/> Get information on savings account(s)

**COMPUTER TRANSFERS**

- Transfer funds from checking account(s) to savings account(s)
- Transfer funds from savings account(s) to checking account(s)
- Transfer funds between checking accounts
- Transfer funds between savings accounts
- Make payments from checking to loans with us
- Make payments from savings to loans with us
- Pay bills or other third parties from your account in the amounts and on the days you request
- Get information on checking account(s)
- Get information on savings account(s)

**MOBILE BANKING TRANSFERS**

- Transfer funds from checking account(s) to savings account(s)
- Transfer funds from savings account(s) to checking account(s)
- Transfer funds between checking accounts
- Transfer funds between savings accounts
- Make payments from checking to loans with us
- Make payments from savings to loans with us
- Pay bills or other third parties from your account in the amounts and on the days you request
- Get information on checking account(s)
- Get information on savings account(s)

All deposits, payments, and transfers made through the use of your access device or by a preauthorized transfer are subject to proof and the verification by Financial Institution. Transactions made after our cutoff time will be processed on the following business day.

**LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSFERS**

You may use your card to withdraw cash from our ATM terminals unlimited times each day subject to a dollar limitation of \$ 205.00 each day.

You may use your card for point-of-sale transfers 12 times each day subject to a dollar limitation of \$ 1,500.00 each day.

You may use your telephone/online/mobile bill payment to make payments to third parties 12 times each day subject to a dollar limitation of \$ 1,500.00 each day.

For security reasons, there are limits on the number of transfers you can make using  terminals  telephone bill-payment service  mobile banking or  point-of-sale service.

**CHARGES FOR ELECTRONIC FUND TRANSFERS**

We will charge \$ \_\_\_\_\_ for each transfer you make using our  terminals  telephone bill payment service  point-of-sale transfer service  mobile banking service  (other) \_\_\_\_\_.

We will charge \$ \_\_\_\_\_ for a new card.

We will charge \$ \_\_\_\_\_ for a replacement card.

If you use your card on a terminal we do not own or operate, we will charge your Account:

- \$ \_\_\_\_\_ for each deposit;
- \$ \_\_\_\_\_ for each withdrawal;
- \$ \_\_\_\_\_ for each balance inquiry.

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If an electronic service is available, but no charge is itemized in the Disclosure furnished to you as a part of your Account Agreement, there will be no fee imposed by us for that service.

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).

**FOREIGN TRANSACTIONS:** A Foreign Transaction fee is a fee that may be assessed for a transaction that occurs outside of the United States, even if the transaction is processed in U.S. Currency. For transactions conducted in a foreign currency, the transaction will be converted to U.S. Dollars by the network processing the transaction in accordance with operating rules or conversion procedures in effect at the time the transaction is processed. The exchange rate used may be based on either a rate selected by the processor from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency. The rate may differ from the exchange rate the network receives and may be determined on the processing date rather than date of the actual transaction. The ATM owner and/or networks processing the transactions may assess additional fees, which will appear on your statement as "cross border fee," "foreign transaction fee," or other similar labels.

We:  will charge a \_\_\_\_\_ of \$ \_\_\_\_\_ or \_\_\_\_\_ % for each foreign transaction.

will not charge a fee for a foreign transaction.

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### AUTHORIZATIONS AND HOLDS

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When you use your card at a merchant location to obtain goods, services or cash, the merchant may ask us to authorize the amount of the transaction. When we authorize a transaction, we may place a hold on the funds. Sometimes a merchant requesting authorization will not know the exact amount of the transaction (for example car rental, hotel, etc.) and the hold we place will be less than or greater than the transaction amount. The transaction will be processed from your Account when the merchant sends it to us, regardless of whether the amount differs or the hold has expired.

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### DOCUMENTATION

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You can get a receipt at the time you make any transfer greater than \$15.00 to or from your Account using one of our electronic terminals.

If you have made arrangements to have DIRECT DEPOSITS made to your Account at least once every 60 days from the same entity or person, you can call us at 256-845-6101 to find out whether or not the deposit has been made.

You will get a Monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. If you have a passbook account where the only possible electronic fund transfers are preauthorized credits, and you bring your passbook to us, we will record any electronic deposits that were made to your Account since the last time you brought in your passbook.

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### CONFIDENTIALITY

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We will on occasion DISCLOSE INFORMATION TO THIRD PARTIES about your Account or the transfers you make: (1) If you have given us written permission to do so, (2) In order to comply with a Government agency or court order, (3) Where it is necessary for completing the transfer, (4) As necessary to verify the existence and condition of your Account to a credit bureau or merchant, (5) As permitted by the Federal Right to Financial Privacy Act of 1978 and the Federal Fair Credit Reporting Act and other applicable federal and state laws and regulations.

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### STOP PAYMENT PROCEDURES

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If you have previously instructed us to make regular payments out of your Account, you can stop any of these payments. To stop a payment: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request at least 3 business days or more before the payment is scheduled to be made. You may call, but we may still request that you write us within 14 days of the call. Each stop payment order given will result in charge as disclosed on the Schedule of Fees and Charges.

If regular payments you make will vary in amount, the person to whom you are making the payments will notify you at least 10 days in advance of each payment, when it will be made and in what amount. (At your option, you may request this information 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.)

If we fail to stop a payment or preauthorized transfer and you have notified us 3 business days or more before the transfer is scheduled, we will be liable for your losses or damages.

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### LIABILITY

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If we FAIL TO 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 with some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer or if the transfer would exceed the credit limit on your overdraft line, if any, (2) If the money in your Account is subject to legal process or other encumbrances restricting the transfer, (3) If the terminal where you are making the EFT does not have enough cash, (4) If extenuating circumstances prevent the transfer, despite reasonable precautions we have taken, (5) If the terminal or system was not working properly and you knew about the breakdown when you started the EFT, or (6) If incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearing house.

**ERROR RESOLUTION**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS telephone us or write us at the number or address listed in this disclosure as soon as possible, if you think your statement or receipts are wrong or if you need more information about a transfer listed on the statement or your receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared. You should:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the error involves an EFT made during the first 30 days after the first deposit to the Account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer or an EFT made during the first 30 days after the first deposit to the Account was made) to investigate your complaint or question. If we decide to do this we will credit your Account within 10 business days (20 business days if the error involves an EFT made during the first 30 days after the first deposit to the Account was made) for the amount you think is in error, so that you will have the use of money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

We will tell you the results within 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.

**AMENDMENT OR CANCELLATION**

AMENDMENT: If we make a change to this Agreement that results in increased fees or charges, increased liability to you, fewer types of available electronic fund transfers, or stricter limitation on the frequency or dollar amount of transfers, we will mail or deliver a written notice to you at least 21 days prior to the effective date of the change. However, if an immediate change in terms and conditions is necessary to maintain or restore the security of an account or EFT system, we may not provide advance notice. If we make such a change permanent and disclosure of the change would not jeopardize security, we may notify you on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Your continued use of EFT services after such notice constitutes your acceptance of the changes.

CANCELLATION: We may, without prior notice, cancel your card and/or this Agreement at any time. You will be liable for any amount owed us at the time of such cancellation. You may cancel your card at any time by notifying us at the telephone number and/ or address included in this disclosure. If you fail to notify us and someone uses your card, you may be liable. If you cancel your card, please  return it to us  destroy it. If the Account tied to the access device is closed, the device will also be closed.

**OTHER RULES APPLYING TO ELECTRONIC TRANSFERS**

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**SAFETY PRECAUTIONS**

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For your safety, please remember the following tips when you use any Automatic Teller Machine (ATM), particularly after dark:

- Park in or near a well-lighted area. If the view of the ATM is obscured by trees or shrubs, choose another ATM.
- Observe the area for suspicious persons or activity, preferably from your car, before beginning your transaction.
- If you see anyone or anything suspicious, you may choose to use another ATM or delay your transaction.
- If using a drive through machine, lock the doors and roll up the other windows.
- Have someone accompany you.
- Get your card out and have it in hand, ready to use prior to approaching the ATM.
- Visually inspect the ATM for evidence of tampering or skimming devices. Do not use the machine if it looks damaged or if the card slot is loose or appears to have extra pieces.
- Shield the key pad from view (using your body or other hand) so no one can see your PIN.
- Never make a display of your cash. Pocket your card and cash quickly and count it later in a safe place.
- Never leave a receipt or transaction record behind.
- Cancel your transaction, remove your card and leave the area immediately, even in the middle of a transaction, if you become concerned for your safety.
- Report any suspicious activity or crime to the ATM operator or local law enforcement as soon as possible.

Remember to protect your card and PIN:

- Keep your card in a safe place, protect it in the same manner as you would cash, credit cards or checks.
  - Do not reveal your PIN to any person not authorized by you to use the ATM Card and don't write the PIN on the ATM Card or on any item kept with the ATM Card.
  - Never give your card number or PIN to anyone over the telephone. If a caller requesting this information identifies themselves as your Bank or the police do not give them the information. Verify the correct phone number using a trusted source and call them back. Notify the police if the call is not legitimate.
  - Don't leave your card in your car (even if it is locked), on your desk at work or lying around the house.
  - Always make sure your card is returned to you at the conclusion of each transaction.
  - Notify your bank immediately if you cannot locate your card.
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