

## **Disclosure of Your Rights, Liabilities, and Responsibilities Under the Electronic Fund Transfer Act**

The First National Bank offers a number of services to its customers which involve electronic fund transfers. These include transactions initiated with a transaction card (ATM card or VISA Check Card), transfers initiated by using either a touch tone telephone or a Personal Computer (PC) using Online Banking on the Internet and a personal identification number, bill payments by Personal Computer using Online Banking on the Internet, direct deposit of Social Security benefits and other government payments, direct deposit of payroll, pre-authorized bill payments, transfers between financial institutions, telephone initiated requests for advances under certain credit programs, electronic check conversions (whereby you provide a check to a merchant or service provider who then scans it for bank and account information), and electronic returned check charges (some merchants or service providers initiate an electronic funds transfer to collect a charge if a check is returned for insufficient funds.) The following disclosures set forth some of the most important terms and conditions of these services as well as your rights and responsibilities with respect to these services. The "General Disclosures" apply to all electronic fund transfer services, and the disclosures set forth with respect to specific services apply only to those services.

### **General Disclosures**

**1. Statements You Will Receive.** You will receive a monthly statement for each account for any period during which there has been an electronic fund transfer. If no electronic fund transfers have taken place, you will receive a statement at least quarterly for any account to or from which electronic fund transfers can be made.

**2. In Case of Errors or Questions About Your Electronic Transfers.** If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call or write us as soon as you can at the telephone number and address set forth in paragraph 8 below. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number.
- b) Describe the error or 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.
- c) 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 ten (10) business days.

If the suspected error involves an unauthorized transfer initiated by use of your Check Card, we will tell you the results of our investigation within five (5) business days. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days if the suspected error involves a POS Transaction or a transfer that was not initiated within a State or if the suspected error occurred within thirty (30) days after the first deposit to the account] to investigate your complaint or question, but if we decide to do this, we will re-credit your account within five (5) business days 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, we will not re-credit your account until we receive your information. Your VISA debit card allows you to conduct transactions not requiring a PIN that are supported and routed via our PIN network of PULSE. An example of such a transaction would be a bill payment transaction. Your identity is verified using known information instead of the use of a PIN. These transactions are not covered by the provisions of the VISA cardholder agreement since these are non-VISA transactions. Your VISA debit card also allows you to initiate a PINless debit transaction routed via the VISA Network. An example of this type of transaction would be signing a receipt or providing a card number over the phone.

In all other cases, we will tell you the results of our investigation within ten (10) business days (twenty (20) business days if the suspected error involves an electronic fund transfer to or from an account within 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 forty-five (45) business days (ninety (90) business days if the transfer involved a foreign initiated transaction; or occurred within 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 re-credit your

account within ten (10) business days (twenty (20) business days if the transfer involved an account within 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 the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

We will tell you the results within three 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.

**3. Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your ATM card, Check Card or Personal Identification Number 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 2 business days after you learn of the loss or theft of your card or number, you can lose no more than \$50 if someone used your card or number without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM card, Check Card, or Personal Identification Number, and we can prove we could have stopped someone from using your card or number 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, personal identification number or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in event of unauthorized transfer:** If you believe your ATM card, Check Card or Personal Identification Number has been lost or stolen, call 308-432-5552 (Chadron) or 402-387-1842 (Ainsworth) or write us at the following address:

**First National Bank, P.O. Box 1351, Chadron, NE 69337 OR  
First National Bank, P.O. Box 45, Ainsworth, NE 69210**

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.

**4. The Bank's Liability for Incomplete 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:

- a) if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b) if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c) if the transfer would go over the credit limit on your overdraft line (if any);
- d) if the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- e) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; or
- f) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

**5. Information We May Disclose to Third Parties.** We may disclose information to third parties about your account or transfers you make:

- a) when it is necessary for completing transfers;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau, clearinghouse or merchant;
- c) in order to comply with a government agency or court order;
- d) in response to a garnishment, levy or a subpoena; and
- e) if you give us your written permission.

**6. Charges.** There are no charges for electronic fund transfers, except those described in paragraph 1 of Transaction Card Transactions. However, there may be transaction fees for your account activity, if your account is subject to such fees. Please refer to your Truth In Savings Act initial disclosure for this information.

**7. Business Days.** Our business days (days when we are open for carrying on substantially all business functions) are Monday through Friday. Holidays are not included.

**8. How You May Contact Us.** If you have any questions about your account, think there is an error on your account, have lost your Transaction Card or Personal Identification Number, think someone has transferred or may transfer money from your account without your permission, or if you want to stop payment on automatic payments you have authorized from your account, or if you want to know whether an automatic payment you have authorized has been made, you can contact us by calling us at 308-432-5552 (Chadron) or 402-387-1842 (Ainsworth) or writing us at the following address:

**First National Bank, P.O. Box 1351, Chadron, NE 69337 OR  
First National Bank, P.O. Box 45, Ainsworth, NE 69210**

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.

#### **Automatic Deposits**

**1. Services.** If you have arranged to have money deposited directly to your account on a periodic basis (such as social security benefits, other government payments, or your pay), these deposits will be made and reflected on your periodic statement.

**2. Advice of Deposit.** If the direct deposits are made to your account at least once every sixty (60) days from the same person or company (such as the Social Security Administration or your employer) you may call us at 308-432-5552 (Chadron) or 402-387-1842 (Ainsworth) to find out whether or not the deposit has been made.

#### **Pre-authorized Payments**

**1. Services.** You may arrange to have certain payments (such as utility payments or insurance premiums) automatically deducted from your account. Any such pre-authorized payments will be reflected on your periodic statement. There are no limits on the number of transfers you may make from your checking or checking with interest accounts; however, transfers from your savings or money market accounts count as pre-authorized transfers and, as such, are limited to six (6) pre-authorized transfers per account per statement cycle.

**2. Stop Payment.** You can stop any of these payments. Here's how: call or write us at the telephone number and address set forth in paragraph 8 of General Disclosures, above, 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 \$30.00 for each stop payment order you give us.

**3. Bank's Liability.** 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.

**4. Notice of Payment.** If these regular payments 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.) If you want to know whether an automatic payment has been made you can call or write us at the telephone number and address set forth in paragraph 8 of the General Disclosures above.

#### **Electronic Checks**

You may access your account(s) to purchase goods, pay for services, or get cash where a check (whether blank, partially completed or fully completed and signed) is presented at a Point of Sale terminal or is mailed to a merchant or other payee or lockbox and later converted to an Electronic Funds Transfer.

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:

- a) Pay for purchases
- b) Pay bills.

## Transaction Card Transactions

**Currency Conversion.** For cards with the VISA logo - A 1% Currency Conversion Fee will be assessed on International transactions where VISA has performed a currency conversion function. This fee will be based on a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. A .80% (80 basis points) Cross Border Fee will be assessed on all single currency International transactions.

For cards with the Cirrus logo/word mark – A .20% (twenty basis points) Currency Conversion Fee will be assessed on International transactions where Cirrus has performed a currency conversion function. This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Cirrus and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account. A .90% (90 basis points) Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Cirrus.

**1. Use of Your Transaction Card.** You may use your ATM Card ("Card") or your VISA Check Card ("Check Card") along with your Personal Identification Number to conduct the following transactions ("Terminal Transactions"):

- a) withdraw cash from your checking or savings accounts;
- b) make deposits to your checking or savings account;
- c) transfer available funds between your checking and savings accounts whenever you request;
- d) inquire about the balance in your checking or savings account;
- e) pay for purchases at places that have agreed to accept the card or your Personal Identification

Number;

- f) pay bills directly (by telephone or Internet Banking) from your checking or savings account in the amounts and on the days you request.

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

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/or pay bills. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**Fees:** There is no ATM usage fee for using First National Bank's terminals. (Locations are at 2<sup>nd</sup> & Bordeaux Street in Chadron, Nebraska and 1124 E 4<sup>th</sup> Street in Ainsworth, Nebraska.) However, if you use your Card or Check Card at a foreign terminal (a terminal other than First National's) there will be a \$2.00 ATM foreign usage fee for each transaction. A transaction is defined as a withdrawal, deposit, transfer or inquiry. There is no usage fee when you use your Check Card to pay for purchases from merchants who have agreed to accept your Check Card ("POS Transactions").

Notice regarding ATM fees by others. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator and/or by the automated transfer network (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

**Limitations:** There is no limit on the number of times you may use your Card or Check Card; however, you may only withdraw up to a total of \$500 of available funds from all terminals each calendar day and purchases through POS Transactions are limited to the lesser of \$1500 or the available balance in your account. If you use your Card or Check Card at a terminal to overdraw your checking account and activate an overdraft checking plan (if you have this service), your overdraft will be limited to the amount of your overdraft checking plan or \$500; whichever is less, in a calendar day. There may be additional limitations imposed on the number or amount of transactions for security reasons.

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

**2. Receipts and Statements.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines (ATM) or point-of-sale (POS) terminals. You will also

receive a monthly statement for each account for any period during which there has been an electronic fund transfer. In any case, you will receive a statement at least quarterly.

**Telephone Transfers Using our MoneyTalk Telephone Banking Service:**

**1. Services.** You may use the Personal Identification Number for your Transaction Card to transfer funds between your accounts at our bank when using our MoneyTalk Telephone Banking Service (888-432-5504). The transfer amount is limited to the available balance in your transfer account. There are no limits on the number of transfers you may make from your checking or checking with interest accounts; however, transfers from your Savings and Money Market Accounts count as pre-authorized transfers and, as such, are limited to six (6) pre-authorized transfers per account per statement cycle. There are no transfer fees for using our MoneyTalk Telephone Banking Service; however, there may be transaction fees for your account activity, if your account is subject to such fees.

**2. Receipts and Statements.** You will not receive a receipt for this electronic transfer of funds when you use our MoneyTalk Telephone Banking Service; however, you will receive a monthly statement for each account involved in the transfer of funds.

**Online Banking on the Internet:**

**1. Services.** You must apply via the Internet at [www.fnb4me.com](http://www.fnb4me.com) for this service. Once you are approved and set up for this service, you may use your Personal Computer, your user ID and your password through an Internet connection to obtain your account balances, transaction information and transaction history. You may also transfer money between your accounts. However, transfers from your Savings and Money Market Accounts are considered preauthorized transfers and preauthorized transfers on these accounts are limited to six (6) per Savings Account per month and six (6) per Money Market Account per monthly statement cycle. You may also sign up through Online Banking on the Internet for the Bank's bill payment service. After you have signed up for the bill payment service, you may use your PC to electronically direct us to make payments from your designated checking account to third parties whom you have selected in advance to receive payments. You may make payments to any business, merchant, professional or individual. Payments can only be made to payees with addresses in the United States. You may not make payments for alimony, child support, taxes or other governmental or court directed fees. Payments may be made in any amount up to \$9,999.99. Payments are posted against your designated account's available balance, as defined in the Bank's Availability Policy, plus the available balance in your Checking Reserve (overdraft protection), if any.

**2. Fees.** There is no charge for Online Banking.

**3. Confirmation of Scheduled Payments.** The bill payment system will provide you with a confirmation number that appears in the message bar for each payment or group of payments you schedule through Internet Banking. Please print and retain the confirmation number, it will help us resolve any questions you may have concerning your transactions. If you do not provide us with a confirmation number you may not receive credit for any charges assessed because a transfer did not post.

**4. Delivery of Payments.** You can use your PC to schedule payments 24 hours a day, 7 days a week. However, payments can only be initiated on banking business days (Monday through Friday, except holidays). If a payment is scheduled to occur on a non-business day, the payment will be initiated on the next following business day. In order to provide sufficient time for payments to be received by your payees, the transaction date for each payment must be at least ten (10) banking business days prior to the date your payment is due, excluding any applicable grace periods. Payments will be sent electronically unless that is not possible, then payments will be sent by check.

**5. Cancellation of Bill Payments.** You may use your PC to cancel a payment or a recurring bill payment online at no cost. Payments may be canceled online up to 1:00 p.m. Mountain Time the banking business day before the process date. However, you may also stop payment up to three (3) banking business days before your payment is scheduled to be initiated by calling 308-432-5552 (Chadron) or (402) 387-1842 (Ainsworth) or calling the bill payment customer service at 888-226-0603. If you call to stop a payment, the charge for this is identified on the Truth In Savings initial disclosure.

**6. Recurring Payments.** You may schedule fixed amount recurring payments to payees. If the scheduled date (“Process Date”) is on a non-business day, your payment will be initiated the following business day. Be sure to schedule your recurring payment at least ten (10) business days before your payment due date.

**7. Statements.** All of your bill payments, transfers and bill payment fees will appear on your monthly checking account statement as descriptive entries.

**Disclosures Regarding Electronic “Wholesale Credit” Transactions  
(Subject to Uniform Commercial Code 4A)**

**Provisional Payment:**

Credit given by us to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt of Entry:**

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

**Choice of Law:**

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

May 1, 2014