

# ELECTRONIC FUNDS TRANSFER YOUR RIGHTS AND RESPONSIBILITIES

BankVista  
Attention: Electronic Services  
PO Box 338  
Sartell, MN 56377-0338  
(320) 257-1959

**CONSUMER ACCOUNT ERROR RESOLUTION NOTICE (THIS INFORMATION DOES NOT APPLY TO NON-PERSONAL ACCOUNTS):** Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This form complies with federal and Minnesota law. It applies to our electronic fund transfer (EFT) services. Electronic funds transfers are electronic transfers of money to or from your deposit account with us. This form states your and our rights and responsibilities for electronic fund transfers. In this form, the words "you" and "your" mean each and all who sign as applicants and any users of the service. The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### Consumer Mobile Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned Access ID and Password, through the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments from eligible checking or savings accounts (or similar).
- \* Advance funds from credit line.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Consumer Mobile Deposit
- \* Popmoney (Person To Person Payments)

**Fees and Charges for Online Service:**

- \* There is no charge for Consumer Mobile Banking. Terms and Conditions of BankVista's Bill Payment Service are disclosed when requesting to enroll in the usage of the service. The Popmoney Service Fees will be disclosed in the user interface for, or elsewhere within, the Service or Site.

### Popmoney

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned Access ID and Password, through the online banking service. You may use the online banking service to perform the following functions:

- \* Popmoney (Person To Person Payments)

**Fees and Charges for Online Service:**

- \* Terms and Conditions of BankVista's Bill Payment Service are disclosed when requesting to enroll in the usage of the service. Popmoney Service Fees will be disclosed in the user interface for, or elsewhere within, the Service or Site.

### Consumer Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned Access ID and Password, through the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments from eligible checking or savings accounts (or similar).
- \* Advance funds from credit line.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Allow export of transaction history to personal finance manager.
- \* Popmoney (Person To Person Payments)

**Fees and Charges for Online Service:**

- \* There is no charge for banking online. Terms and Conditions of BankVista's Bill Payment Service are disclosed when requesting to enroll in the usage of the service. The Popmoney Service Fees will be disclosed in the user interface for, or elsewhere within, the Service or Site.

## BankVista ATM CARD

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Deposit funds to your checking account.
- \* Withdraw cash from your checking account.
- \* Deposit funds to your savings account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.

### Limitations on Frequency and Amount:

- \* You may withdraw up to a maximum of \$1000.00 (if there are sufficient funds in your account) per day.
- \* For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

### Fees and Charges for ATM Transactions:

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- \* There is no charge for ATM deposits at machines owned by us or at machines within the network identified on your card.
- \* There is a Replacement Card Fee of \$10.00 per card.

**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).

## Preauthorized Electronic Debit

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- \* Pay certain recurring bills from your checking or savings account.

### Fees and Charges:

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$35.00 for each stop-payment order for preauthorized transfers.

## BankVista POS Debit Card - Health Savings Account

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

### Limitations on Frequency and Amount:

- \* You may purchase up to a maximum of \$2500.00 worth of goods and services per day.
- \* You may not use your Health Savings Account card at an ATM.

### Fees and Charges:

- \* There is a Replacement Card Fee of \$10.00 per card.

## BankVista ATM.POS Debit Card

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Deposit funds to your checking account.
- \* Withdraw cash from your checking account.
- \* Deposit funds to your savings account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.

### Limitations on Frequency and Amount:

- \* You may withdraw up to a maximum of \$1000.00 (if there are sufficient funds in your account) per day.
- \* You may purchase up to a maximum of \$2500.00 worth of goods and services per day, exclusive of ATM withdrawals.

**Fees and Charges:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- \* There is no charge for ATM deposits at machines owned by us or at machines within the network identified on your card.
- \* There is a Replacement Card Fee of \$10.00 per card.
- \* We do not charge for any POS transactions.

**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).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions 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.

**Preauthorized Credits.** You may make arrangements for certain direct deposit to be accepted into your checking or savings account(s).

**Preauthorized Debits.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized Mastercard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued Mastercard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on Mastercard's website at [www.Mastercardbusiness.com](http://www.Mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under Mastercard's zero liability policy as described in the Mastercard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your Mastercard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your Mastercard debit card. Your liability for unauthorized use of your debit card with the Mastercard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience. set forth above in any statement period, your account may be subject to closure by the financial institution.

**Currency Conversion and International Transactions.** When you use your Mastercard Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Mastercard charges us a .8% International Service Assessment (ISA) on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass the international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Mastercard is a registered trademark of Mastercard Worldwide or its subsidiaries in the United States.

**In addition to the limitations set forth above, the following limitations may be applicable to your consumer accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or online and/or mobile banking PIN 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 sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00 if your card is lost or stolen and someone used your card without your permission. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after you receive the statement, you may not get back any money 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, call (320) 257-1959, or write us at BankVista, Attention: Electronic Services, PO Box 338, Sartell, MN 56377-0338. 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.

The above limitations do not apply to business accounts, unless otherwise required by law. You accept responsibility for implementing commercially reasonable security measures to safeguard your business account card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN from unauthorized use. If you authorize employees, agents, or others to use your card or code, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Sixty (60) calendar days after the statement is made available. 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, call (320) 257-1959.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

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

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

#### **Documentation.**

**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 at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you have and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**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 (320) 257-1600 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** For consumer accounts, 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.

For business accounts, refer to your account agreement(s) with us.

**In Case of Errors or Questions About Your Electronic Transfers.** For consumer accounts, telephone us at **(320) 257-1959**, or write us at **BankVista, Attention: Electronic Services, PO Box 338, Sartell, MN 56377-0338** 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.

- \* Tell us your name and account number (if any).
- \* 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.
- \* 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.

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-begun 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.

For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Thirty (30) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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

- \* Where it is necessary for completing transfers; or
- \* 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.

**Personal Identification Number (PIN).** The ATM PIN or POS PIN is for security reasons. The numbers are confidential and should not be given to anyone else or listed on the card. You must keep your numbers safe. You agree not to give your ATM PIN or POS PIN to anyone who cannot sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when we receive the notice at our telephone number or address shown in this Agreement. We may change the terms and conditions for any EFT service. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of EFT service is governed by regulations and any future changes to those regulations.

**Enforcement.** If you or we bring a legal action to enforce this Agreement or to collect amounts owing as a result of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

**Cancellation of ATM and POS Services.** You agree that we may cancel this Agreement and your use of the ATM Card or POS services, if:

- \* You breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- \* We notify you or any other person on your account that we have cancelled or will cancel this Agreement. You or any other person on your account can cancel this Agreement by notifying us in writing.

Service is cancelled the first business day after we receive your written notice. Cancelling this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled.

#### **Preauthorized Electronic Fund Transfers.**

**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: You must call us at the telephone number listed in this form, or write us at the address listed in this form, 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. If you don't, your stop payment will not bind us after fourteen (14) days. We will charge you \$ 35.00 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 Preauthorized 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.

**Delay.** There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit at ATMs.

**Completing Transactions.** We refuse to complete a transaction:

- \* If you do not have enough money in your account; or
- \* If you would go over your credit limit; or
- \* If it would lower your balance to less than the required balance; or
- \* If it would require us to change the money that we hold for the account.

**Time Needed To Complete Terminal Transactions.** Withdrawals made at a terminal will normally be completed and charged to your account the same day if made before 4:00 P.M. for the ATM and 6:00 P.M. with Online Banking.

Deposits made at a terminal will normally be credited to your account the same day if made before 4:00 P.M. at the ATM.

Transfers between accounts will normally be completed the same day if made before 4:00 P.M. at the ATM and 6:00 P.M. with Online Banking.

**Other Minnesota Disclosures.** ATM transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM. Payment for goods or services by transfer of money through an ATM does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM. We are liable for all unauthorized withdrawals at an ATM or a POS unless the unauthorized withdrawal was due to the loss or theft of the card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft. The limitation on liability is effective only if the card issuer is notified of unauthorized charges contained in a bill within sixty (60) days of receipt of the bill by the person in whose name the card is issued. An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal, and from which withdrawal you receive no benefit.

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, plus court costs and reasonable attorneys' fees incurred.

To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures, or systems.

#### **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used after dark.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- \* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- \* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- \* Go to the nearest public area where people are located if you are followed after making a transaction.
- \* Report all crimes to law enforcement officials immediately.

**Member  
FDIC**