

## Electronic Funds Transfer Agreement and Disclosures

This Agreement and 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 the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us” and “our” mean the Financial Institution. The abbreviation “PIN” or word “code” means a personal identification number, “ATM” means automated teller machine, and “POS” means point of sale.

**Preauthorized Government Direct Deposit.** Types of Preauthorized Transfers. You may arrange for us to complete the following preauthorized transfers to your deposit accounts:  
Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

### Fees and Charges

We do not charge for any preauthorized EFTs.

We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**Preauthorized Direct Deposit.** Types of Preauthorized 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.

### Fees and Charges

We do not charge for any preauthorized EFTs.

We will charge \$30.00 for each stop-payment order for preauthorized transfers.

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

Pay certain reoccurring bills from your checking or savings account.

### Fees and Charges

We do not charge for any preauthorized EFTs.

We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**Debit MasterCard®.** Must be 18 years of age or older to apply. Account holders between 15 and 17 must have a parent or legal guardian sign application and minor guaranty form.

**Types of Transactions/Transfers.** You may use the card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at POS terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. POS transactions will be deducted from your Primary Account. 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 also use the card and 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 ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Debit Card Application. 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 account.
- Obtain balance information on your deposit accounts.

### **Limitations on Frequency and Amount**

You may make an unlimited number of withdrawals from ATMs per day. ATM withdrawals and Point of Sale purchases have daily maximum limits (if there are sufficient funds in your account) based on the following card types:

Personal	Student	Business
\$750 Point of Sale	\$100 Point of Sale	\$1,000 Point of Sale
\$500 ATM Withdrawal	\$100 ATM Withdrawal	\$500 ATM Withdrawal

If your account is a Money Market Deposit Account or Savings Account, you may make six (6) transfers from your account per calendar month or statement cycle, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order, instruction, check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties.

### **Fees and Charges**

There is no charge for ATM withdrawals at machines owned by us.

There is a \$2.00 charge for each ATM withdrawal at machines we do not own.

There is a \$2.00 charge for a balance inquiry at ATMs we do not own.

There is a Replacement Card Fee of \$10 per card.

There is a \$2.00 charge for each Point of Sale debit card transaction processed on the MasterCard® network.

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

**Telephone Banking.** Call 24 hours a day, seven days a week to Telephone Banking at (816) 358-BANK (2265).

**Types of Audio Response Services.** You may access your deposit account by using a separate PIN assigned to you and your account number in our audio response system. At the present time, you may use the system to:

- Transfer funds between your deposit accounts.
- Receive your tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last day and amount of your payroll deposit.
- Determine if a particular check has cleared your account.
- Make a loan payment, schedule a future payment, check the current balance, next payment date, next payment amount, and interest information.
- Obtain merchant check verification and dealer payoff inquiries.

### **Limitations on Frequency and Amounts**

There are no limits on the number of dollar amount of inquiries, transfers or withdrawals you may make per day.

If your account is a Money Market Deposit Account or Savings Account, you may make six (6) transfers from your account per calendar month or statement cycle, if by preauthorized or automatic transfer, or

telephone (including data transmission) agreement, order, instruction, check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties.

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

**Electronic Check Conversions.** You may authorize a merchant to use your check as a source of information to initiate an EFT from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. 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 Checks 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.

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

**Liability for Unauthorized MasterCard® Point of Sale Debit Card Transactions.** Tell us AT ONCE if you believe your MasterCard® point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your point of sale debit card with the MasterCard® logo when it is used as a MasterCard® point of sale debit card is Zero dollars (\$0.00). If you do not exercise reasonable care to safeguard your card from the risk of loss or theft, or you do not promptly notify us of a loss or theft, the MasterCard® limitations on liability will not apply – limitations established by law may still apply. “Unauthorized use” means the use of your point of sale debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and for which you receive no benefit. The term does not include an electronic fund transfer initiated:

- By a person who was furnished the access device to the consumer’s account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized;
- With fraudulent intent by the consumer or any person acting in concert with the consumer; or
- By the financial institution or its employees.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write us at the telephone number or address listed (see next page). This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard® is a registered trademark of MasterCard® International Incorporated.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your MasterCard® point of sale debit card or PIN, or audio response PIN has been lost or stolen. 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, 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. Tell us AT ONCE if your statement shows transfers that you did not make. If you do

not tell us within sixty (60) days after the statement was mailed to you, 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 (816) 358-5000, or write us at: BLUE RIDGE BANK AND TRUST CO., 4200 LITTLE BLUE PARKWAY, INDEPENDENCE, MO 64057.

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

**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 quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

**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 In Touch Telephone Banking at (816) 358-BANK (2265) to find out whether or not the deposit has been made.

**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.** Call us at (816) 358-5000, or write us at BLUE RIDGE BANK AND TRUST CO., 4200 LITTLE BLUE PARKWAY, INDEPENDENCE, MO 64057, 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 a new account or a point of sale debit card transactions or a foreign-initiated transaction 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 document that we used in our investigation.

**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 written permission.

**Personal Identification Number (PIN).** The POS Debit Card PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your POS Debit Card PIN or Audio Response PIN available to anyone not authorized to 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 received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. 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 this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action against this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of Debit Card, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of Debit Card POS or Audio Response services, if:

- You or any authorized user of your POS Debit Card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your POS Debit Card or PIN or Audio Response PIN;

- We notify you or any other party to your account that we have canceled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**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. Call us at 816-358-5000 or write to us at BLUE RIDGE BANK AND TRUST CO., 4200 LITTLE BLUE PARKWAY, INDEPENDENCE, MO 64057, 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.

**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.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited. 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.

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