

Electronic Fund Transfers

Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox (☐) only apply if checked. You should keep this notice for future reference.

Types of Transfers, Frequency and Dollar Limitations

☒ **(a) Prearranged Transfers.**

☒ Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your

☒ checking ☒ savings ☐ prepaid account(s).

☒ Preauthorized payments. You may make arrangements to pay certain recurring bills from your

☒ checking ☒ savings ☐ prepaid account(s).

☐

☒ **(b) Telephone Transfers.** You may access your account(s) by telephone at 1-800-359-8092 using a touch tone phone, your account numbers, and Personal Identifying Information to:

☒ Transfer funds from checking to savings

☒ Transfer funds from savings to checking

☒ Transfer funds from money market

to checking

☒ Transfer funds from money market

to savings

☒ Make payments from checking to loan accounts with us

☒ Make payments from savings

to loan accounts with us

☐ Make payments from

to

☒ Get checking account(s) information

☒ Get saving account(s) information

☒ Get loan and First Reserve Loan account(s) information

☒ Get credit card information at 1-800-423-7503

☒ **(c) ATM Transfers.** You may access your account(s) by ATM using your ATM/Debit Card and personal identification number to:

☒ Make deposits to checking accounts

☒ Make deposits to savings accounts

☒ Get cash withdrawals from checking accounts you may withdraw no more than \$1,000 per day

☒ Get cash withdrawals from savings accounts you may withdraw no more than \$1,000 per day

☒ Transfer funds from savings to checking

☒ Transfer funds from checking to savings

☐ Transfer funds from to

☐ Make payments from checking account to

☐ Make payments from to

☒ Get checking account(s) information

☒ Get saving account(s) information

☒ Make credit card cash advances

☒ For security reasons there are other limits on the number of transfers you can make through our ATM terminals. See page 4.

☒ **(d) Point-Of-Sale Transactions.**

Using your card:

☒ You may access your ☒ checking account ☐ account(s) to purchase goods

(☒ in person, ☒ by phone, ☒ by computer), pay for services (☒ in person, ☒ by phone, ☒ by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Types of Transfers, Frequency and Dollar Limitations, Continued

(d) Point-Of-Sale Transactions, Continued

☒ You may also access your account(s), by entering your card information into one or more mobile digital wallet applications we support, through an eligible web-enabled cell phone (or other device) to purchase goods ☒ in person, ☒ by phone, ☒ by computer or pay for services, ☒ in person, ☒ by phone, ☒ by computer wherever the mobile wallet is accepted.* The applications(s) we support are: Apple Pay, Google Wallet and Samsung Wallet.

☒ You may not exceed more than \$ 5,000.00 in transactions per day

☒ Additional information on Point-of-Sale transactions can be found on page 10.

☐

*See your agreement with the application provider for any additional transfer limitations the digital wallet provider may have.

☒ **(e) Computer Transfers.** You may access your account(s) by computer by visiting www.FIBT.com

and using your
to:

account number, access ID, and password

☒ Transfer funds from checking to savings

☒ Transfer funds from savings to checking

☒ Transfer funds from money market

to checking

☒ Transfer funds from money market

to savings

☒ Make payments from checking to loan accounts with us

☒ Make payments from savings

to a loan account with us

☐ Make payments from

to

☒ Get checking account(s) information

☒ Get saving account(s) information

☒ Get loan and First Reserve Loan account information

☒ Authorize payments to others through Bill Pay or Zelle - see general limitations on page 4

☒ **(f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by going to <http://www.FIBT.com> or FIB&T mobile app

and using your
to:

username, password, & challenge questions.

☒ Transfer funds from checking to savings

☒ Transfer funds from savings to checking

☒ Transfer funds from money market

to checking

☒ Transfer funds from money market

to savings

☒ Make payments from checking to loan accounts with us

☒ Make payments from savings

to a loan account with us

☐ Make payments from

to

☒ Get checking account(s) information

☒ Get saving account(s) information

☒ Get loan and First Reserve account information

☒ Authorize payments to others through Bill Pay or Zelle - see general limitations on page 3.

☒ A mobile device with browser access to internet/cellular service via a valid phone number with the ability to receive text messages is required.

☒ Remote check deposit to checking or savings account may not exceed \$2500 in deposits/business day unless other limits are assigned.

☒ You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

☐ **(g) Instant Payment Service.** You may access your account(s) by computer or web-enabled cell phone (or other device) using your _____ to send instant payments through the _____ service.

Types of Transfers, Frequency and Dollar Limitations, Continued

(g) Instant Payment Service, Continued

☐ You may use this service to transfer funds within the United States to any other eligible account held by a financial institution that accepts payments through the service.

☐ Transfers are limited to no more than \$ _____ per _____ .

☐

☐

☐ (h) **Instant Payment Service.** You may access your account(s) by computer or web-enabled cell phone (or other device) using your _____ to send instant payments through the _____ service.

☐ You may use this service to transfer funds within the United States to any other eligible account held by a financial institution that accepts payments through the service.

☐ Transfers are limited to no more than \$ _____ per _____ .

☐

☐

☒ (i) **Instant Payment Applications.** You may use Zelle _____ to access your account(s) by using online banking at www.FIBT.com or by using FIBT's mobile app using your acct number, access ID, password & challenge questions _____ to

☒ Send money to another person with an Eligible Transaction Account in the US, using an email address, cell phone #, or Zelle tag. _____

☒ Send a request for money to another person with an Eligible Transaction Account in the US, using an email address, cell phone #, or Zelle tag. _____

☒ Zelle requires a minimum transfer limit of \$5.00 for sending and requesting funds. _____

☒ For security reasons there are other daily and monthly limits on the number of transfers you can make through Zelle. _____

☒ (j) **Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

☒ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:

☐ Not exceed more than _____ payments by electronic check per _____ .

☒ Make payments by electronic check from a checking account _____ . Payments are limited to N/A _____ per N/A _____ .

Types of Transfers, Frequency and Dollar Limitations, Continued

(j) EFTs Initiated By Third Parties, Continued

- ☒ **Electronic returned check charge.** 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. You may:
- ☐ Make no more than _____ payments per _____ for electronic payment of charges for checks returned for insufficient funds.
 - ☒ Make electronic payment of charges for checks returned for insufficient funds from a checking account _____ . Payments are limited to N/A _____ per N/A _____ .
 - ☒ Money Market accounts are limited to six payments by electronic check or electronic payment of charges for checks returned for insufficient funds
 - ☐

General Limitations

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ☒ Transfer or withdrawals from a money market _____ account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to 6 _____ per month _____ . If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- ☒ Excessive transactions will result in a \$5 service charge fee for each over-limit transaction.

Bill Pay requires a minimum transfer of \$1.

For security reasons, there are other daily and monthly limits on the number and amount of transfers you can make through Bill Pay.

For security reasons, some point of sale, cash advance and ATM transactions in certain states may be blocked or declined.

Fees

- ☐ We charge _____ each _____ to our customers whose _____ accounts are set up to use _____ .
- ☐ We charge _____ each _____ but only if the _____ balance in the _____ falls below _____ during the _____ .
- ☐ Please refer to _____ for a list of all the prepaid account/card fees.
- ☒ We charge \$14.95 for each overnight payment and \$9.95 for each same day payment made through Bill Pay.
- ☐

Except as indicated above, we do not charge for Electronic Fund Transfers.

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

Documentation

(a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using a(n)

- ☒ automated teller machine
- ☒ point-of-sale terminal.
- ☒ You may not get a receipt if the amount of the transfer is \$15 or less.

(b) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

(c) In addition,

- ☒ You will get a monthly account statement from us, unless there are no transfers 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 the only possible electronic transfer to or from the account is a preauthorized credit.
- ☐ If 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.
- ☐ You may obtain information about the amount of money you have remaining in your prepaid account by calling the telephone number listed below. This information, along with a 12-month history of account transactions, is also available online at
- ☐ If your prepaid account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- ☐ You also have the right to obtain at least 24 months of written history of your prepaid account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- ☐

Preauthorized Payments

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 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 14 days after you call.

- ☒ We charge \$30 item/\$60 range for each stop payment.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

(c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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.

Financial Institution's Liability

(a) 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 and 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 transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine 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 transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

Confidentiality

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) ☒ if you give us written permission.
 - ☒ as explained in the separate Privacy Disclosure.
 - ☐

Unauthorized Transfers

- ☒ **(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) 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 and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), 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 period.

- ☒ **Visa® Debit Card.** Additional Limits on Liability for ATM/Debit Card
- Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to

Unauthorized Transfers, Continued

anonymous Visa prepaid card transactions, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

☐ **Mastercard® Debit Card.** Additional Limits on Liability for

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

☐

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

☐ **(a) Consumer Liability.** There are no limitations on your liability for unauthorized transfers using this prepaid card. This is because we do not have a consumer identification or verification process for this prepaid card.

Error Resolution Notice

☒ In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us 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 (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) 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 new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

Error Resolution Notice, Continued

- ☐ There is not an error resolution process for prepaid cards. This is because we do not have a consumer identification or verification process for the prepaid cards we offer.
- ☐ In Case of Errors or Questions About Your Prepaid Account Telephone or Write at the telephone number or address listed in this disclosure as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the telephone number or address listed in this disclosure. You will need to tell us:

- (1) Your name and prepaid account number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

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 (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) for the amount you think is in error, so that you will have 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

If you need more information about our error-resolution procedures, call us at the telephone number listed in this disclosure ☐ or visit

- ☐ Keep reading to learn more about how to register your card.

- ☐ **Warning regarding unverified prepaid accounts.** It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to the website or call us at the telephone number listed in this disclosure. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number, so that we can verify your identity).

Important Information Regarding Your Prepaid Card

- ☐ **FDIC insurance eligibility for your prepaid card.**

- ☐ Be sure to register your card for FDIC insurance eligibility and other protections.
- ☐ Your funds are eligible for FDIC insurance.

Your funds will be held at or transferred to us, an FDIC insured institution. Once here, your funds are insured up to \$250,000 by the FDIC in the event we fail, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

Important Information Regarding Your Prepaid Card, Continued

☐ **NCUA insurance for your prepaid card, if eligible.**

- ☐ Be sure to register your card for NCUA insurance, if eligible, and other protections.
- ☐ Your funds are NCUA insured, if eligible.

Your funds will be held at or transferred to us, an NCUA-insured institution. Once here, if specific share insurance requirements are met and your card is registered, your funds are insured up to \$250,000 by the NCUA in the event we fail.

☐ **NOT FDIC or NCUA insured.** The funds in our prepaid card are not FDIC or NCUA insured.

- ☐ Treat this card like cash.
- ☐ Your funds will be held at or transferred to us. If we fail, you are not protected by FDIC deposit or NCUA share insurance and you could lose some or all of your money.
- ☐ Register your card for other protections.

No overdraft/credit feature. There is no overdraft/credit feature associated with your prepaid card.

Prepaid account information or complaints. For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Our contact information. You can use the contact information listed in this disclosure to get more information about your prepaid card. Contact us by: ☐ phone ☐ mail ☐ at our website

By signing below customer acknowledges receipt of pages 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this notice:

Signed

Dated

INSTITUTION (name, address, telephone number, etc., and business days)

First International Bank & Trust

P.O. Box 607
Watford City, ND 58854

Our business days are Monday through Friday. Holidays are not included.

(800) 359-8092

Additional Information

ATM: Means Automated Teller Machine

ATM/Debit Card Replacement Fee: You will be charged a \$5 fee to replace any lost or damaged ATM or Debit Card.

ATM Balance: When an ATM transaction results in an advance from the First Reserve Loan to the checking account. ***The amount advanced and the balance on the First Reserve Loan will be charged interest.***

Point-of-Sale Transactions: If you conduct a transaction with the ATM/Debit Card in a foreign country, there will be an international service assessment or an international currency conversion fee of up to one percent (1%) of the transaction amount that will be included in the transaction that appears on your monthly statement.

Non-Visa Debit Transaction Processing: Effective 1/1/09, if you do not enter a PIN when using your Visa check card at certain merchant locations, the transaction may be processed as either a Visa check card transaction or a transaction on the Star, Exchange, or Cirrus Network. Should you choose to make a transaction WITHOUT A PIN, different terms may apply and you WILL NOT BE ELIGIBLE for rewards accrued on transactions processed over the Visa network and the provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.