

IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from
Focus Bank

PO BOX 16880
JONESBORO AR 72401
(800) 464-3150

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. 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 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:

- Preauthorized credits**- You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- Preauthorized payments**- You may make arrangements to pay certain recurring bills from your checking or savings.
- 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 checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge**- You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Deposits-The following atm locations will accept deposits: Paragould locations, Jonesboro locations, Sikeston locations, Marmaduke and Caruthersville. See Funds Availability Policy for more details and cut off times.

MasterCard Debit Card ATM transactions - types of transactions - You may access your account(s) by ATM at Pulse, MasterCard and Maestro Networks using your MasterCard Debit Card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking or Savings, But must have checking account to access savings account and it must be added to card record before it can be accessed
- transfer funds from checking and savings to checking and savings
- get balance information about checking or Savings, But must have checking account to access savings account and it must be added to card record

You will have a daily withdrawal limit of up to \$425, or the amount presently in your checking account, whichever is smaller. Some services may not be available at all terminals.

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MasterCard Debit Card point-of-sale transactions - types of transactions - You may access your checking account(s) using your MasterCard Debit Card to do transactions that participating merchants will accept, including:

- Purchase goods in person, by phone, or online
- Pay for services in person, by phone, or online
- Get cash from a participating merchant or financial institution
- You will have a daily point of sale limit of up to \$1200 less any outstanding POS transaction from previous days, or the amount presently in your checking account, whichever is smaller. As POS transactions clear, your daily limit increases by that amount, normally 3-5 days.

Foreign Currency Conversion and Cross-Border Transactions - If you effect a transaction with your Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a corresponding fee as disclosed separately. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Online Banking - types of transfers - You may access your accounts at www.focusbank.com and using your Access ID and password. Must confirm pre-selected picture name and have registered IP address to:

- transfer funds from checking and savings to checking and savings
- make payments from checking and savings to line of credit, loans
- (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately. Loan payments are taken as a standard payment which first satisfies any interest owed and then applies the rest to principal.)
- get balance information about checking, savings, certificate of deposit, line of credit or All Loans Except Leases
- get withdrawal history about checking or savings
- get deposit history about checking or savings
- get transaction history about checking, savings, certificate of deposit, line of credit or All Loans Except Leases

Bill Pay - types of transfers-

You may access this service by computer at www.focusbank.com and using your Access ID and password. They must have registered IP address for access or 3 "Multifactor Questions", known as MFA, will be prompted to verify identification.

You may access this service to:

- make payments from your checking account(s) to Anyone

(Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately. The Financial Institution reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by the Financial Institution will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts).

No Bill Pay payments allowed from Savings, Certificates, Money Markets, or Loans.)

- You may transfer funds to an account you have with another bank.

Through bill pay, you can also transfer money using Pop-Money. Using Pop-Money you can:

- Send money to a person
- Request money from someone
- Get Money that has been sent to you

Mobile Banking - types of transfers - You may access your accounts remotely with your cell phone or other mobile access device using the focus bank app by using your user identification name and password. You may use this service to:

- transfer funds from Checking or Savings to Checking or Savings
- transfer funds from Checking or Savings to line of credit, loans
- make payments from Checking or Savings to Checking or Savings
- make payments from Checking or Savings to line of credit, loans
(Payments made by paper check to specified payees (as disclosed separately) will NOT be subject to these Electronic Fund Transfers Rules.)
- get balance information about checking, savings, line of credit or certificate of deposit
- get withdrawal history about checking, savings, line of credit or certificate of deposit
- get deposit history about checking, savings or certificate of deposit
- get transaction history about checking, savings, line of credit or certificate of deposit

Your mobile service provider's standard service fees, such as text message fees or similar charges, will apply to all transactions. Check with your service provider for information about these fees.

Mobile Deposit Capture- See Funds Availability Policy for more details and cut off times.

Limits and fees - Please refer to our Limits and Fees disclosure for information about fees and limitations that may apply to these 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).

Limitations on frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Savings, money markets account(s):

During any monthly statement cycle, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized, automatic or computer transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

Documentation

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

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:

- The person or company making the deposit will tell you every time they send us the money.
- You can call us at (800) 464-3150 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your checking account(s).

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

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 is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three 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.

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 transfer - If you order us to stop one of these payments three 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

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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) 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.

Unauthorized Transfers

(a) Consumer liability. (1) Generally. Tell us AT ONCE if you believe your card and/or code 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 of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within sixty (60) days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do NOT notify us within sixty (60) days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within two (2) days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement 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 sixty (60) days after the statement was mailed to you, you may not get back any money you 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 period.

(2) Additional Limits on Liability for MASTERCARD(R) debit card, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MASTERCARD debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the

lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number which are not processed by MASTERCARD.

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

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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.

- (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 ten (10) business days (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 forty-five (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 ten (10) business days (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 ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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 have inquiries regarding your account, please contact us at:

Focus Bank
Bookkeeping Department
101 S Main
PO Box 99
Charleston, MO 63834
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday
Holidays are not included.
PHONE: (800) 464-3150

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

