

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



FARMERS & MERCHANTS BANK  
123 W HURON ST BERLIN WI 54923

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to FARMERS & MERCHANTS BANK. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM, Consumer Debit Card, Business Debit Card, or Health Savings Account at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by FARMERS & MERCHANTS BANK which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**SERVICES PROVIDED THROUGH USE OF ATM, CONSUMER DEBIT CARD, BUSINESS DEBIT CARD, OR HEALTH SAVINGS ACCOUNT.** If you have received an electronic fund transfer card ("ATM", "CONSUMER DEBIT CARD", "BUSINESS DEBIT CARD", OR "HEALTH SAVINGS ACCOUNT") - hereinafter referred to collectively as "ATM Card or Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify FARMERS & MERCHANTS BANK immediately if your ATM or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM or Debit Card or to write your PIN on your ATM or Debit Card or on any other item kept with your ATM or Debit Card. We have the right to refuse a transaction on your account when your ATM or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

### **ATM SERVICES**

**DEBIT CARD SERVICES.** The services available through use of your Consumer Debit Card, Business Debit Card, and Health Savings Account are described below. **CONSUMER DEBIT CARD SERVICES.** The following services are available through use of your Consumer Debit Card:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).

**BUSINESS DEBIT CARD SERVICES.** The following services are available through use of your Business Debit Card:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).

**HEALTH SAVINGS ACCOUNT SERVICES.** The following services are available through use of your Health Savings Account:

- You may make deposits into your checking account(s).
- You may make balance inquiries on your checking account(s).

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.



Besides being able to use your ATM or Debit Card at our ATM terminals, you may access your accounts through the following network(s): PULSE, PLUS, MASTERCARD, VISA

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.

**POINT OF SALE TRANSACTIONS.** You may use your Consumer Debit Card , Business Debit Card , or Health Savings Account ("POS Access Card") to purchase goods and services from merchants that have arranged to accept your POS Access Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your POS Access Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for Consumer Debit Card transactions is your checking account. The designated account for Business Debit Card transactions is your checking account. The designated account for Health Savings Account transactions is your checking account.

In addition, your Consumer Debit Card, Business Debit Card, or Health Savings Account may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your POS Access Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the POS Access Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc. will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**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 to pay bills.

**LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS - ATM**

- CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$200.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.

**TRANSACTION LIMITATIONS - CONSUMER DEBIT CARD**

- CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$200.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.
- POINT OF SALE LIMITATIONS: You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 5 transactions in any one day.

**TRANSACTION LIMITATIONS - BUSINESS DEBIT CARD**

- CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$1,000.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.
- POINT OF SALE LIMITATIONS: You may buy up to \$400.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 3 transactions in any one day.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.



**NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM or Debit Card or PIN has been lost or stolen,

call us at: 920-361-1454 (8:00 A.M. - 4:30 P.M. CT)  
or  
write to: CUSTOMER SERVICE  
P.O. BOX 270  
BERLIN, WI 54923

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

**CONSUMER LIABILITY.** Tell us at once if you believe your ATM or Debit Card or 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.

**FOR ATM or Debit Card.** You will be liable for the lesser of \$50.00 or the amount of any money, property or services obtained by the Card's unauthorized use prior to the time we are notified of, or otherwise become aware of, circumstances which lead to the belief that unauthorized access to your account may be obtained. Notice is sufficient when you take such steps as may reasonably be required in the ordinary course of business to provide us with the pertinent information.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING CONSUMER DEBIT CARD AND BUSINESS DEBIT CARD AND HEALTH SAVINGS ACCOUNT.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you notify us about an unauthorized transaction involving your card with the MasterCard® logo and the unauthorized transaction took place on the MasterCard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing.

Your liability for unauthorized transactions with your card with the MasterCard® logo that involve PIN-based transactions not processed by the MasterCard® Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARDS.** You agree not to use your Debit Cards for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (920)361-1454  
or  
write to: FARMERS & MERCHANTS BANK  
P.O. BOX 270  
BERLIN WI 54923  
or  
email us at: OPERATIONSTEAM@FMBERLIN.COM  
or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact FARMERS & MERCHANTS BANK no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.



We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

#### **DISPUTES REGARDING POINT OF SALE TRANSACTIONS**

**CHARGEBACKS.** We will reverse an EFT transaction resulting from a Point of Sale transaction at a Participating Merchant and recredit your account for the full amount of the transfer if all of the following occur:

1. The amount if the transaction is \$50.00 or more; and
2. Within three (3) business days after the date of the sale, we receive from you during our normal business hours a written or oral request for the reversal. You must verify an oral reversal order in writing within fourteen (14) days on a form to be provided by us for that purpose. If written verification is not furnished, we will reinstate the original debits and credits involved in the transaction.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release FARMERS & MERCHANTS BANK and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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. With your consent.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Saturday excluding holidays.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

#### **NOTICE OF ATM SAFETY PRECAUTIONS**

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.





**What You Need to Know about Overdrafts and Overdraft Fees**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to a line of credit which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

**WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

**WHAT FEES WILL I BE CHARGED IF FARMERS & MERCHANTS BANK PAYS MY OVERDRAFT?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$20.00** each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

**WHAT IF I WANT FARMERS & MERCHANTS BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, visit [www.fmberlin.com](http://www.fmberlin.com) .

I do not want FARMERS & MERCHANTS BANK to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want FARMERS & MERCHANTS BANK to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

