

# ELECTRONIC FUNDS TRANSFER DISCLOSURE

Wray State Bank  
Main Office  
300 Clay Street  
P.O. Box 277  
Wray, CO 80758  
May 5, 2021

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with Colorado and 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.

### Online Banking

Online Banking service is accessed by visiting [www.wraystatebank.com](http://www.wraystatebank.com), [www.windsorstatebank.com](http://www.windsorstatebank.com) or [www.brushstatebank.com](http://www.brushstatebank.com).

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned user 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.
- View check images.
- Receive account alerts.
- Order checks.
- Allow export of transaction history to personal finance manager.
- eStatements.

### Fees and Charges for Online Service:

There is no charge for online banking with us.

### Bill Payment

Bill Pay service is available through Online Banking by visiting [www.wraystatebank.com](http://www.wraystatebank.com), [www.windsorstatebank.com](http://www.windsorstatebank.com) or [www.brushstatebank.com](http://www.brushstatebank.com).

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

- Online bill payment.
- Person to Person Payments (Popmoney).

### Limitations on Frequency and Amount:

- \* \$10.00 Minimum amount per payment

### Fees and Charges for Online Service:

- \* Standard Payments are no charge
- \$9.95 - Same Day Payment Fee
- \$14.95 - Overnight Payment Fee
- \$0.50 - Popmoney Payment Fee (Person to Person Payment)

### Mobile Banking

Mobile Banking with Mobiliti is accessed by downloading the TouchBanking app at the app store using code **WSB12345**. Log into online banking and enroll by navigating to the "Services" tab, selecting "Mobiliti", clicking "Enroll" and accepting the "Terms and Conditions".

**Types of Transactions:** You may access certain account(s) you maintain with us by mobile device, using your assigned user ID and password for online banking, through the mobile banking service. You may use the mobile 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.
- Online bill payment.
- View check images.
- Receive account alerts.

Remote deposit capture.  
ATM branch locator.  
Person to Person Payments (Popmoney).

- \* CardValet (manage debit card).

**Limitations on Frequency and Amount:**

- \* \$2,500.00 daily limit for Remote Deposit Capture

**Fees and Charges for Mobile Service:**

There is no charge for mobile banking with us.

**Debit MasterCard**

CardValet is a mobile app that can be used to control debit card usage and spending. The app allows you to:

- \***Turn your debit card on and off**
- \***Establish transaction controls for dollar amount limits, merchant categories and geographic locations**
- \***Receive alerts when the card is used, approved or exceeds the transaction controls set by you**
- \***Stay informed of potential fraud with alerts on attempted and declined transactions**
- \***Get real-time balances for your accounts**
- \***Set parental controls**

**Download the CardValet app from the app store and register your card(s).**

**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 make 3 cash withdrawals from ATMs per day.  
You may withdraw up to a maximum of \$500.00 (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 and this Point of Sale service.  
You may purchase up to a maximum of \$1,000.00 worth of goods and services per day, exclusive of ATM withdrawals.

**Fees and Charges:**

We do not charge for ATM transactions at the present time.  
There is a Replacement Card Fee of \$10.00 per card.  
Foreign Currency Conversion and Cross-Border Fees may apply for transactions in a currency other than US Dollars.

**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).

**Voice Access**

Voice Access telephone banking is available 24/7 by calling (866) 619-1413

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (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.  
Obtain balance information on your deposit accounts.  
Determine if a particular check has cleared your account.  
Make payments and obtain history.

**Limitations on Frequency and Amount:**

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

**Fees and Charges for Audio Response Transactions:**

We do not charge for any Audio Response Transactions.

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.

**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 will 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.

**Health Savings Accounts (HSA):** We permit you (as described below) to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**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.mastercard.us/en-us.html](http://www.mastercard.us/en-us.html). 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.

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, or POS card or PIN, Audio Response 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 for you to notify us of any unauthorized use. If the unauthorized use occurs through no fault of your own or that of any authorized user, you will not be liable for the unauthorized use. If the unauthorized use is due to your own negligence or fault, your liability will be limited to no more than the lesser of \$50.00, or the amount of money, goods, or services obtained by the unauthorized user prior to your notifying us that your card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN has been lost or stolen or improperly used. Also, if your statement shows transfers that you did not make, including those made by card or code or other means, tell us at once. For electronic funds transfers other than those made by a card or device issued for use at a communications facility (such as an ATM), 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 you 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 hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (970) 332-4111, or write us at Wray State Bank, 300 Clay St, P.O. Box 277, Wray, CO 80758. 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 (970) 332-4111.

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 on your checking account. For all other accounts you will get a monthly account statement from us, unless there are no transactions in those accounts in a particular month (in which 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 maintain and the only possible 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 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 (970) 332-4111 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 (970) 332-4111, or write us at **Wray State Bank, 300 Clay St, P.O. Box 277, Wray, CO 80758** 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 would like to 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 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-initiated 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:

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 your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS 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 ATM PIN, POS 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 to enforce 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 ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You or any authorized user of your ATM PIN, POS 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 ATM PIN, POS card or PIN or Audio Response PIN;
- \* We not if you or any other party to your account that we have cancelled 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 .

**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 at ATMs. 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.

**Member  
FDIC**

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