

Security State Bank Conversion Guide

**WELCOME
TO**

**FLATWATER
BANK**



Still Pioneering

**IMPORTANT INFORMATION
YOU NEED TO KNOW ABOUT
CHANGES TO YOUR
SECURITY STATE BANK
ACCOUNT**



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WELCOME TO FLATWATER BANK!

Dear Customers,

We are excited to officially welcome you to the Flatwater Bank Family! In December 2018, Flatwater Bank (formerly Gothenburg State Bank) purchased Security State Bank (SSB) in Ansley. The software conversion that officially transfers your accounts to Flatwater Bank will begin June 28, 2019.

Our Focus

Flatwater Bank has been pioneering community banking since 1902. With our main location in Gothenburg, and branches in Brady and now Ansley, we are committed to offering the very best service and technology to our customers. Our focus is also on the communities we serve. Our bank family takes pride in the fact that if our communities are successful, we are successful. We look forward to getting to know you as well as investing in Ansley and the surrounding communities in the future.

Keep this guide handy as it contains critical information to help you through the conversion period from June 1, 2019 – July 1, 2019.

Ready to listen, here to help.

You are the focal point of this conversion, so provide us with any feedback or suggestions. If we can be of assistance during this transition, please give us a call at 308-935-1700.

Thank you for your support and welcome to the Flatwater Bank family!

Sincerely,



Matt Williams
Chairman of the Board



Luke Rickertsen
President

TRANSITION TIMELINE - IMPORTANT DATES

JUNE

- June 1st** – Print and download transactions from online banking (Page 6)
- June 3rd** – Start watching for your new checks to arrive. (Page 5)
- June 3rd** – Begin notifying entities you pay electronically about the upcoming switch to a new routing number effective July 1st. (Page 4)
- June 17th** – Start watching for your new debit card to arrive with activation & PIN selection instructions. (Page 5)
- June 24th** – Bill pay users: start watching for a letter detailing steps to login to online banking and obtain payee information. (Page 18)
- June 28th** – Quicken and Quickbooks users: Login to your software and download transactions through 6/28/2019. (Page 6)
- June 28th** – Online banking history and previous online statements will not be available after 4:00 p.m. (Page 6)
- June 28th** – Conversion starts and will occur over the weekend.
Debit card users should plan on carrying a backup form of payment, as your existing card will be shut off. (Page 5)

JULY

- July 1st** – Conversion is complete.
- July 1st** – Activate your new debit card and begin using it. (Page 5)
- July 1st** – Set-up online banking and other banking services. (Page 17)

UNDERSTANDING THIS GUIDE

Keep this guide handy as it contains important information to help you through the conversion. Please be assured that we have taken every consideration to make sure that many of the changes you experience will result in a positive benefit to enhance your banking experience.

ACTION REQUIRED:



- Changes that may require action on your part are marked with an “**ACTION REQUIRED Symbol**” and outlined in boxes. Please read this information very carefully. If you have questions, please call us at 308-935-1700.

For the most up-to-date information regarding our conversion schedule, please visit:

flatwater.bank/ssbtoflatwater

ACCOUNT NUMBERS & ACCOUNT TRANSITION

- Checking, Savings, Money Market, Certificates of Deposit, IRAs, and Loans: All account numbers will remain the same.
- Your bank routing number will now be Flatwater Bank's routing number of **104901607**.
- Your Debit Card number will change – you will receive a new Flatwater Bank Card.



- To ensure a smooth transition, we will convert your account to a current product offering at Flatwater Bank. Refer to the account conversion charts on pages 14-16 to see which account you will be converted to. If you wish to switch to other account options, please visit us in the branch or call 308-935-1700.

DIRECT DEPOSITS



- Any direct deposits made to your account (social security payments, payroll, etc.) will need to be updated with the Flatwater Bank routing number (104901607). **In advance of June 28th**, please notify any entities of the new routing number effective July 1st. Page 23 of this guide has a form you can use to notify entities.

AUTOMATIC RECURRING PAYMENTS



- Recurring electronic payments (ACH Items): Any recurring payment (i.e. city utility bill) made from your account will need to be updated with the Flatwater Bank routing number (104901607).
- **In advance of June 28th**, please review any recurring electronic/automatic payments or deductions you have tied to your current SSB account(s) and notify these entities that effective July 1st, you will have a new routing number. Page 23 of this guide has a form you can use to notify them.

CHECKS & DEPOSIT SLIPS



- **The SSB routing number will no longer be valid.** If you write checks, you will need new ones.
- If you typically order checks from the bank or direct from our supplier, Deluxe, you will receive a free initial supply of Flatwater Bank checks and deposit slips with the updated routing number of **104901607** the week of June 3rd.
- If you do not receive checks by June 17th, please contact us.
- If you do not currently order checks through the bank or Deluxe, please call us at 308-935-1700 and we will assist you in ordering an initial supply of updated checks. Or, if you wish to continue to order checks through another vendor, please provide our routing number **104901607** to the vendor to ensure correct processing.
- After July 1st, please destroy your unused SSB checks, deposit slips, etc. You can also drop them off at the bank and we will be happy to help you properly dispose of them.

DEBIT & ATM CARDS



- Start watching for your new debit card to arrive the week of June 17th. The card will require activation (July 1 or after). Call 1-877-965-3344 to activate and select a PIN. If your card does not arrive by June 24th, contact us at 308-935-1700.
- In advance of June 28th, please review any recurring automatic payments or deductions you have tied to your current SSB debit card (i.e. Amazon Prime, electricity bill, etc.) and notify payees in advance to use your new Flatwater Bank Visa Debit card number and expiration date, effective on July 1st.
- **Your SSB Debit Card will not work after June 28th at 4:00 p.m.** Please plan to carry an alternative form of payment during conversion weekend.
- **Beginning at 8:00 a.m. on July 1st your new Flatwater Bank card(s) will be available for use once activated.** Please destroy your former SSB debit card(s) or drop it off at the bank to be shredded.

ONLINE BANKING & BILL PAY

SSB online Banking & Bill Pay will not be available after June 28th at 4:00 p.m.



- Account History: **In advance of June 28th**, you should perform a download of transactions and statement histories from online banking for your records. **This history will not convert.**
- **Online Banking Users:** If you are an online banking user (but not bill pay) or would like to begin using online banking, you will have to re-enroll in Flatwater Bank's online banking service. You may enroll beginning on July 1st. See online banking enrollment instructions on Page 17 of this guide for assistance.
- **Bill Pay Users:** You will be receiving a separate letter (by June 26th) from Flatwater Bank with detailed information on how to activate your online banking and bill pay information. See Page 18 for complete details.

MOBILE APP

The SSB Mobile App will not be available after June 28th at 4:00 p.m.



- On July 1st you can download the Flatwater Bank Mobile App. See the download instructions on Page 20 of this guide for assistance.

WEBSITE



- Starting June 28th at 4:00 p.m., www.ssbnebraska.com will be redirected to www.flatwater.bank. Bookmark www.flatwater.bank to access online banking and other Flatwater Bank resources.

QUICKEN & QUICKBOOKS



- If you utilize Quicken or Quickbooks to download transactions, you will need to download account information as of June 28, 2019 by 4:00 p.m. Any account transactions not downloaded will need to be input manually. You will be required to deactivate accounts linked to SSB and reactivate/link them to Flatwater Bank. Please call the bank at 308-935-1700 for detailed instructions. Please have your software type/version and computer type (Windows or Apple) ready when you call.

BANK STATEMENTS

- Account Statements: Your new Flatwater Bank statements will look different but will contain the same important information.
- All SSB customers will receive a final SSB statement that will be **mailed** and have interest paid (if due) as of June 30th.
- Online (e-Statements): **You will no longer receive an email notification when your statement is available. Your statement cycle will not change.** You will enjoy convenient access to your statements through Flatwater Bank's online banking system.



- Online (e-Statements): **Prior to June 28th**, download and print or save your online statements from the SSB online banking site.
- **Past statements will not be available after conversion.** Beginning July 1st enroll with Flatwater Bank's online banking service to ensure continued access to your statements. See Page 17 for enrollment instructions.
- The first time you access your statements you will need to accept the terms and conditions for receiving statements online and verify you can open a PDF. Go to Page 19 of this guide for detailed instructions.

SERVICE CHARGES AND FEES

Refer to the chart on Page 28 for a listing of all current service charges and fees.

IMPORTANT INFORMATION FOR NON-CONSUMER CUSTOMERS

(Commercial, Businesses, Public Entities, Community Organizations)

CHECKS & DEPOSIT SLIPS



- **The SSB routing number will no longer be valid.** If you write checks, you will need new ones.
- To ensure you receive your replacement checks with correct routing and account numbers in time, **call Deluxe as soon as possible.** Your first order is FREE and is critical to enjoying uninterrupted service.
- Call Deluxe toll-free at 800-503-8744 (Mon-Fri 6 a.m. – 10 p.m. CST, Sat 8 a.m. – 4:30 p.m. CST). Give them your account and routing numbers (as it appears on SSB checks) and our bank name (Flatwater Bank) and routing number of **104901607** (your account number remains the same). Mention **Promo Code SSB-BUS-FW4774** (valid through July 28, 2019) to receive the promotional offer.
- If you do not currently order checks through the bank or Deluxe, please call and we will assist you in ordering an initial supply of updated checks. Or, if you wish to continue to order checks through another vendor, please provide our routing number **104901607** to the vendor to ensure correct processing.
- After July 1st, please destroy your unused SSB checks, deposit slips, etc. or drop them off and we will be happy to help you properly dispose of them.

OTHER NON-CONSUMER SERVICES

Whether you are an ag producer, a small startup, or a well-established commercial enterprise, we have the products, services and solutions to help your business succeed. Talk to us about any of the following solutions:

- Merchant Processing/Card Processing
- ACH Payroll Processing
- Remote Deposit/Merchant Capture
- Cash Management Services, and more

IMPORTANT INFORMATION FOR ALL CUSTOMERS

Are my accounts FDIC Insured?

Yes. Flatwater Bank will continue to be a member of the Federal Deposit Insurance Corporation. Please call the bank at 308-935-1700 if you have questions about FDIC coverage limits.

Routing Number

A new routing number, 104901607, will be effective July 1st. When setting up future direct deposits or automatic payments, please make sure to provide routing number 104901607 in addition to your account number.

Checking Accounts

Your checking account will be converted to the Flatwater Bank account that most closely matches your current account. Please see Page 14 and 16 for details.

Account Transfers

Transfers set-up with online banking, directly with a vendor or payee, and the mobile app will need to be set-up again.

Savings Accounts

Your savings account will be converted to the Flatwater Bank account that most closely matches your current account. Please see Page 15 for details.

Certificates of Deposit (CDs)

CDs require no action. Your existing CD rates and terms will remain unchanged through the maturity date.

Individual Retirement Accounts (IRAs)

IRAs require no action. Your existing rates and terms will remain unchanged through the maturity date. IRA distributions will continue with no changes.

Health Savings Accounts (HSAs)

The debit card associated with your HSA **will stop working on June 28th at 4:00 p.m.** You will be issued a new debit card for your HSA that will begin working on July 1st at 8:00 a.m. (once activated). If you utilize your HSA in bill pay, you can continue to make payments via bill pay (once enrolled).

Loans

The conversion will not have any impact on loan numbers or existing loan rates, terms, or conditions.

Automatic loan payments set up from internal accounts or external accounts will continue without disruption.

All loan payments should be made payable to Flatwater Bank.

Safe Deposit Boxes

You may continue to access your Safe Deposit Box as usual during regular lobby hours. The cost for your box(es) will remain the same.

Item Posting

Items will post to your account in the following order: credits, then debits in order based on transaction code. For example; in bank, then debit card, then ACH, then checks in check number order.

Wire Transfers

Cutoff time for all wires is 4:00 p.m. For wire instructions visit:
www.flatwater.bank/services/wire-instructions

CONSUMER CHECKING

All consumer checking accounts come with the following features:

- Online & Mobile Banking w/Bill Pay
- Debit Card Fraud Monitoring
- Low Opening Balance (\$50)
- ID Theft Assistance
- Automatic Round-Up Savings Plan
- Online Statements
- Overdraft Privilege Consideration
- Instant Issue Visa Debit Card(s)

	Essential Checking	Pioneer Checking	Horizon Checking
Minimum Balance	\$0	\$500 ¹	\$2,500 ¹
Interest Rate		0.20% APY ²	1.75% APY ³
1st Box of Checks (specialty gray single copy checks only)		FREE	FREE
School Spirit Debit Card (bank donates \$5 to school booster club)	\$10	\$10	FREE
Free Foreign ATM Fees per cycle⁴	3	6	12
Foreign ATM Surcharge Rebate⁵		\$5	\$10

RELATIONSHIP BENEFITS:

Bonus Rate on CD of +.50%⁶		Yes	Yes
Consumer Loan Rate Discount .25%⁷		Yes	Yes
Free Safe Deposit Box⁸		Yes	Yes
Waived Sweep Fee		1 per yr.	2 per yr.
Waived Stop Payment Fee			2 per yr.
Free Money Orders			Yes

1 Maintenance Fee if balance is not maintained: \$5 Pioneer, \$10 Horizon.

2 Criteria to earn this rate: Account must have at least 1 direct deposit or electronic debit (ACH), and at least 5 debit card purchases with a minimum of \$1 per transaction, posted to the account each statement cycle. If these qualifications are not met, the interest will be forfeited for the statement cycle. Rate effective as of 7/1/2019, Annual Percentage Yield.

3 Criteria to earn this rate: Account must have at least 1 direct deposit or electronic debit (ACH), and at least 10 debit card purchases with a minimum of \$1 per transaction, posted to the account each statement cycle. If these qualifications are not met, and for balances above \$25,000, the rate paid will be equal to the Pioneer rate. Rate effective as of 7/1/2019, Annual Percentage Yield.

4 The Bank will allow up to the specified number of foreign ATM fees (per account type) for free on transactions made at ATMs not owned by the Bank (considered foreign ATMs) per statement cycle. Your account will automatically be credited at the end of each statement cycle.

5 The Bank will rebate foreign ATM surcharges imposed by the ATM owner up to the total dollar amount indicated (per account type) per statement cycle. Account holder must request rebate each statement cycle.

6 On board rate CDs only. Excludes CD specials.

7 Requires auto debit on loan payment.

8 Free for first year of rental. New box rentals only, size options based on availability.

NON-CONSUMER CHECKING

(Commercial, Businesses, Public Entities, Community Organizations)

All non-consumer accounts come with the following features:

- Online & Mobile Banking w/Bill Pay
- Debit Card Fraud Monitoring
- Low Opening Balance (\$50)
- Online Statements
- No Limit on debit transactions
- Instant Issue Visa Debit Card(s)

	Express Checking	Premier Checking
Minimum Balance	\$0	\$5,000 ¹
Interest Rate		.20% APY ²
1st Box Deposit Tickets (business size, duplicate)		FREE
Merchant Capture³	\$20 per cycle ⁴	FREE
ACH Payroll Processing⁵ (per file submission)	\$20	\$10
Merchant Processing (card processing)	Yes	Yes
Free Safe Deposit Box⁶	Yes	Yes
Waived Sweep Fee	1 per yr.	2 per yr.
Waived Stop Payment Fee		2 per yr.
Waived Outgoing Wire Fee		2 per yr.

1 Maintenance Fee if balance is not maintained: \$20.

2 Rate effective as of 7/1/2019, Annual Percentage Yield.

3 A one-time merchant capture equipment fee applies. The fee is 50% off for Premier Checking.

4 Free for customers with a loan relationship.

5 A per item processing fee applies (\$0.20 per item).

6 Free for first year of rental. New box rentals only, size options based on availability.

SAVINGS PRODUCT FEATURES

YOUth Savings

- For ages 0-17
- High Yielding Interest Rate
- No Minimum Balance
- No Maintenance Fees
- Free Online and Mobile Banking
- Free Online Statements
- Free ID Theft Assistance through CyberScout
- Invitations to exclusive age-specific events and activities

Frontier Money Market

- Competitive Interest Rates that Increase with Higher Balances
- Free Online and Mobile Banking
- Free Online Statements
- Free ID Theft Assistance through CyberScout
- Free Safe Deposit Box for one year
(new box rentals only, size based on availability)
- 0.50% Increase on any CD rate offered on current rate sheet
(excludes specials)
- Consumer Loan Rate Discount of 0.25%
(with automatic payment)

Pioneer Savings

- Competitive Interest Rate
- Free Online and Mobile Banking
- Free Online Statements
- Free ATM Card
- Free ID Theft Assistance through CyberScout

Health Savings Account

- High Yielding Interest Rate
- Free Online and Mobile Banking
- Free Online Statements
- Free Online Bill Pay
- Free HSA Visa Debit Card
- Free Card Sentry, our 24/7 Debit Card Fraud Monitoring System
- Free ID Theft Assistance through CyberScout
- Free Standard Checks (1st box)
- Free Safe Deposit Box for one year
(new box rentals only, size based on availability)

PRODUCT CONVERSION CHART

Use the chart below to see what type of account you will transition to. The first column shows the name of your existing SSB account, and the second column indicates your new corresponding Flatwater Bank account beginning July 1st, 2019. Please see Pages 25-27 for full account disclosures and listing of all fees that may relate to your account.

CONSUMER CHECKING ACCOUNTS

If your current account is...	Your new account will be...	Account changes effective July 1st, 2019. (Adverse changes affecting your new account are in Bold)
Personal Checking	Essential Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • 3 Free foreign ATM Fees per statement cycle • Free debit card fraud monitoring • Free ID theft assistance program • Free automatic round-up savings plan See Page 25 for complete disclosure
NOW Checking	Pioneer Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • Lower minimum balance fee of only \$5.00 • Higher interest rate • 6 Free foreign ATM Fees per statement cycle • \$5 per month in foreign ATM Service Charge Fees • 1 waived sweep fee per year • Free debit card fraud monitoring • Free ID theft assistance program • Free automatic round-up savings plan • Automatic Overdraft Service • Additional premium rates on CDs • Consumer loan rate discount • Free Safe Deposit Box Rental for 1 year See Page 25 for complete disclosure
Rewards Checking	Horizon Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • New minimum balance of \$2,500 • Maintenance fee of \$10 if below minimum balance • Competitive interest paid for balances up to \$25,000 • 12 Free foreign ATM Fees per statement cycle • Up to \$10 per month in foreign ATM Service Charge Fees • 2 waived sweep fees per year • 2 waived stop payment fees per year • Requires only 10 debit card purchases per month • Online statements are suggested but not required • Free school spirit debit card • Free money orders • Free debit card fraud monitoring • Free ID theft assistance program • Free automatic round-up savings plan • Automatic Overdraft Service • Additional premium rates on CDs • Consumer loan rate discount • Free Safe Deposit Box Rental for 1 year See Page 25 for complete disclosure

MONEY MARKET ACCOUNTS

Money Market Account	Frontier Money Market	<ul style="list-style-type: none"> • Minimum to open is only \$50 • Competitively priced interest rates based on balance • Activity fee of \$3 per debit over 6 per cycle • Free ID theft assistance program • Additional premium rates on CDs • Consumer loan rate discount • Free Safe Deposit Box Rental for 1 year <p>See Page 26 for complete disclosure</p>
Platinum Money Market Account	Frontier Money Market	<ul style="list-style-type: none"> • Minimum to open is only \$50 • New minimum balance of \$1,000 • Competitively priced interest rates based on balance • Activity fee of \$3 per debit over 6 per cycle • Free ID theft assistance program • Additional premium rates on CDs • Consumer loan rate discount • Free Safe Deposit Box Rental for 1 year <p>See Page 26 for complete disclosure</p>

SAVING ACCOUNTS

Apple Blossom Savings	YOUTH Savings	<ul style="list-style-type: none"> • Minimum to open is only \$10 • No minimum balance • No maintenance fees • Higher yielding interest rate on balances up to \$2,000 • Up to 12 debits allowed per cycle before activity fee • Free ID theft assistance program <p>See Page 27 for complete disclosure</p>
Savings Account	Pioneer Savings	<ul style="list-style-type: none"> • Minimum to open is only \$50 • Lower minimum balance of \$50 • Maintenance fee of \$9 if below minimum balance • Up to 12 debits allowed per cycle before activity fee • Free ID theft assistance program <p>See Page 26 for complete disclosure</p>
Health Savings Account	Health Savings Account	<ul style="list-style-type: none"> • Minimum to open is only \$50 • New minimum balance of \$50 • Maintenance fee of \$5 if below minimum balance • Higher yielding interest rate on balances up to \$20,000 • Free debit card fraud monitoring • Free ID theft assistance program • Free Safe Deposit Box Rental for 1 year <p>See Page 27 for complete disclosure</p>

NON-CONSUMER CHECKING

Small Business Checking	Express Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • No minimum balance or maintenance fees • Unlimited debits with no activity fee • 1 waived sweep fee per year • Free debit card fraud monitoring • Free Safe Deposit Box Rental for 1 year
Business Checking	Express Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • No minimum balance or maintenance fees • Unlimited debits with no activity fee • 1 waived sweep fee per year • Free debit card fraud monitoring • Free Safe Deposit Box Rental for 1 year
Business Interest Checking	Premier Checking	<ul style="list-style-type: none"> • Minimum to open is only \$50 • New minimum balance of \$5,000 • Maintenance fee of \$20 if below minimum balance • Higher interest rate • Unlimited debits with no activity fee • 2 waived sweep fees per year • 2 waived stop payment fees per year • 2 waived outgoing wire fees per year • Free debit card fraud monitoring • Free Safe Deposit Box Rental for 1 year • Free merchant capture • Reduced ACH payroll processing fee

ONLINE BANKING ENROLLMENT INSTRUCTIONS

To login to the Flatwater Bank Online Banking system for the first time, on or after July 1st, you will:

1. Go to www.flatwater.bank and select “Enroll Now” under Online Banking.
2. Follow the self-registration steps. Our system utilizes credit bureau report information to verify your identity. If you don't have a credit history, are under the age of 18, or can't answer the questions when prompted, contact the bank to be set up.
3. During the registration process you will choose a Username and Password. Write down/remember the username and password and keep in a safe place as you will use this for future logins.
4. After accepting the Terms and Conditions, you will be prompted to choose three security questions.
5. After successfully choosing your three security questions you will see a Success Screen letting you know that you have successfully enrolled in online banking. The success screen will also include a prompt allowing you to view your account(s) for the first time. If you would like to view your account(s) at this time, click on View My Account.
6. The first time you login after completing the enrollment process you will be asked to answer one of your security questions and be allowed to remember your device for future logins. You will also be asked to accept the online banking terms, verify your email, complete your authentication & device setup, and be given the opportunity to install Duo Mobile. Duo Mobile is an app that provides a “push” notification alternative to the phone call or text used for authentication during the login process. The app can also generate a one-time pass code for users to type into their login prompt when cellular service is unreliable. Installing the Duo Mobile App is NOT required and will not inhibit the use of your Flatwater mobile banking app.
7. Setup is complete. You are ready to begin using online banking any time you need to check your balance, make a payment, transfer money, turn off your debit card, view your statement or many other things available through our system.

IMPORTANT: If you currently use SSB's online banking to pay bills please see the next page for Bill Pay User specific instructions.

ONLINE BANKING and BILL PAY USER ENROLLMENT INSTRUCTIONS

If you are a current Bill Pay User, you will receive a separate mailing from Flatwater Bank by June 26th on your online banking and bill pay set-up. We will be working with our bill pay vendor to transfer your current list of payees and payments scheduled on SSB Bill Pay to the Flatwater Bank Bill Pay platform.

This process will not convert your online banking history, previous statements, etc. but will establish you as a user on the new Flatwater Bank Online Banking system.

Your User Name will be: first letter of your first name + your last name (i.e. john smith user name = jsmith). Your letter will contain your new online banking password. Follow the steps in the letter to login to online banking for the first time.

Effective July 1st, the timing in which the funds are debited and posted through the new bill pay system may vary from your previous platform. Please read the bill pay terms and conditions on Page 41 in order to understand how you may be impacted.

ONLINE (E-STATEMENT) ENROLLMENT INSTRUCTIONS

Save trees, save time, save space. Sign up for Online Statements!

All online statements will be available via online banking. In order to access your statements, you will need to enroll in online banking (see Page 17 for instructions).

Activate online statements: When your statement is ready, you can then retrieve it within the online banking system. Simply login to online banking and select 'Documents' from the menu. Next, choose the appropriate account and the time frame. Select to view with or without images. Once selected, you will be asked to accept the terms and conditions of receiving online statements (see below). Follow these steps:

1. Review the terms and conditions
2. Select "view test document" to verify you can access a PDF.
A separate window will appear as a PDF document. Close the window to return to the app.
3. Select all accounts you wish to receive online statements for.
4. Select "accept terms".

MOBILE APP INSTRUCTIONS

The Flatwater Bank mobile app is available for Android and Apple mobile devices (phone or tablet). The first step is to download one of our free apps titled “Flatwater Bank Mobile App” based on your phone type.

iPhone® - Go to the “App Store” application on your Apple device. Once in the App Store search for “Flatwater Bank Mobile App”. Once you see the application (see icon below) you can download it on your device. Depending on your settings you’ll be prompted to enter your iTunes password. Once downloaded, the mobile app icon will be displayed on your device’s desktop. Click on it to get started.

Android - Go to the Google Play Store app on your device. Search for the “Flatwater Bank Mobile App”. Select it and touch it to install. Follow the on-screen instructions.

Once you have downloaded the app, all you need to do is login using your Flatwater Bank Online Banking password. Use the same login for both online banking and mobile app! It’s that easy!

Application icon:



Visit flatwater.bank/services/mobile-app-signup for detailed instructions.

VISA® DEBIT CARDS & BUILT-IN PROTECTION

In addition to zero fraud liability from Flatwater Bank, as a partner of Visa®, your debit card has built-in fraud monitoring protection. This service provides a layer of protection from possible account fraud by detecting debit card fraud quickly and accurately, minimizing your risk and protecting against losses.

What do I need to know about this protection? If fraud is detected on your card, it will be shut off. You will be contacted by our fraud monitoring company, Card Sentry, to verify that transactions were made by you. If they are unable to contact you or verify the activity, your card will remain shut off.

Traveling? If you are planning to take a trip outside of Nebraska, contact us before you go, and we will notify Card Sentry so that your card is not shut off. When you travel it is always a good idea to have a second source of payment (cash, credit card, etc.) available at the time of purchase.

Misplace your card or need to shut it off? Login to your online banking or mobile app. Under the Menu select Manage Cards and choose the card that is lost and switch to “Off”. You can turn the card back on again if you find it by simply following the same instructions and choosing “On”.

What happens if your card is compromised? As a Visa® branded debit card you can use your card knowing that you have full protection and zero liability against all fraudulent charges. Notify the bank should you notice a transaction that is not yours.

How do I get a replacement card? The bank is proud to offer in-house debit card printing. Should the event arise in which your card needs to be replaced there is no waiting required. We can have a new card in your hands in a matter of minutes.

FIND THIS FORM ON OUR WEBSITE.



flatwater.bank/ssbtoflatwater

Use this form to provide to your employer or other entities you use for automatic deposits or payments.

DIRECT DEPOSIT-AUTOMATIC PAYMENT INFORMATION CHANGE FORM

Company/Entity Information

Name: _____
 Address: _____
 City: _____ State: ____ Zip: _____
 Account or Customer #: _____
 (include account # or description)

Flatwater Bank Customer Information

Name: _____
 Address: _____
 City: _____ State: ____ Zip: _____
 Phone #: _____

Please accept this memo as notification that my bank routing number has changed and my bank information needs updated. My bank account was previously with Security State Bank and has changed to Flatwater Bank. Listed below are the relevant account and routing numbers needed for you to establish automatic direct deposits to or payments from my account. Attached you will find a voided check from my Flatwater Bank account.

Flatwater Bank Account #: _____ Routing #: 104901607 Checking Savings

This form authorizes the company listed above to Debit (withdrawal) or Credit (deposit) payments from/to my Flatwater Bank account listed above.

Printed Name: _____ Authorized Signature: _____ Date: _____

(Note: for checking accounts attach a voided check with your new Flatwater Bank routing number or contact the bank for a verification letter)

If there are questions about this form or to verify account information, please contact Flatwater Bank at 308-935-1700.

USE THE TABLE BELOW TO FIND THE CORRECT CONTACT

Type of Direct Deposit	Existing Enrollment
<ul style="list-style-type: none"> • Salary/Wages • Pension • Dividend/Investment Income 	Contact your employer or other payor directly with the information on this form.
<ul style="list-style-type: none"> • Social Security (SSA) • Supplemental Security Income (SSI) 	If registered for social security online, sign in to: www.ssa.gov/myaccount/ and update your bank information. Or, call 1-800-772-1213 and say "update bank information". Have your account number and routing number handy.
• Railroad Retirement	Call 1-877-772-5772
• Other Federal Benefits	Call 1-800-333-1795 to get the number to the federal agency.
• NCTC	Call 308-468-6341 to update over the phone or login to: https://ebill.nctc.net/ebpp/login
• Black Hills Energy	Call 888-890-5554 or go to https://www.blackhillsenergy.com/pay to set up payment
• Custer Public Power	Call 308-872-2451 or go to: https://www.custerpower.com/wp-content/uploads/ACH-Authorization-Form-1.pdf and print form (include a new Flatwater voided check with form)
• Verizon Wireless	Call 800-922-0204 or go to vzw.com and login to your account. Select "bill", then "auto pay", "set up auto pay" and "auto pay with a checking account" and enter the necessary information.
• City of Broken Bow	Stop by the office to complete an enrollment form (bring a Flatwater Bank voided check).
• Village of Ansley	Call 308-935-1467 to notify city office.
• Viaero Wireless	Call 877-484-2376 or login to your account at www.viaero.com
• US Cellular	Call 888-944-9400 or go to https://uscellular.com and login to your account.

IMPORTANT ACCOUNT INFORMATION TRUTH IN SAVINGS DISCLOSURES

ESSENTIAL CHECKING

Minimum Deposit to Open – The minimum deposit required to open this account is **\$50.00**. *(Waived for Active Military, Veterans and Customers age 55 years or older).*

Minimum Balance to Avoid a Fee – None.

Rate Information – Does not earn interest.

Compounding & Crediting Frequency – Not applicable.

Balance Computation Method – Not applicable.

Accrual of Interest on Noncash Deposits – Not applicable.

Deposit Limitations – You may make an unlimited number of deposits into your account.

Qualifying Factors – None.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services.**

PIONEER CHECKING

Minimum Deposit to Open – The minimum deposit required to open this account is **\$50.00**. *(Waived for Active Military, Veterans and Customers age 55 years or older).*

Minimum Balance to Avoid a Fee – If your balance falls below **\$500** on any day in the statement cycle, your account will be subject to a **\$5.00 Maintenance Fee** for that statement cycle. The statement cycle on this account is Monthly.

Rate Information – The interest rate paid on the entire balance in your account will be **0.20%** with an annual percentage yield of **0.20%**. All rates are accurate as of **7-1-2019**. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Monthly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account.

Qualifying Factors – To qualify for this account, each statement cycle you must have at least one direct deposit or electronic debit (ACH) posting to the account and you must have at least 5 debit card purchases, with a minimum of \$1 per transaction, posted to your account. If you do not meet these qualifications, the interest will be forfeited for the statement cycle.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services.**

HORIZON CHECKING

Minimum Deposit to Open – The minimum deposit required to open this account is **\$50.00**. *(Waived for Active Military, Veterans and Customers age 55 years or older).*

Minimum Balance to Avoid a Fee – If your balance falls below **\$2,500** on any day in the statement cycle, your account will be subject to a **\$10.00 Maintenance Fee** for that statement cycle. The statement cycle on this account is Monthly.

Rate Information –

Tier 1 – If your daily balance is **\$0.01 to \$25,000**, the interest rate paid on the balance from \$0.01 to \$25,000 will be 1.75% with an annual percentage yield of 1.75%.

Tier 2 – The interest rate paid on the amount of balance **greater than \$25,000** will be **0.20%** with an annual percentage yield of 0.20%. All rates are accurate as of 7-1-2019. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Monthly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account.

Qualifying Factors – To qualify for this account, each statement cycle you must have at least one direct deposit or electronic debit (ACH) posting to the account and you must have at least 10 debit card purchases, with a minimum of \$1 per transaction, posted to your account. If you do not meet these qualifications, the interest rate for your account will be **0.20%** with an annual percentage yield of **0.20%** for the statement cycle.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services.**

FRONTIER MONEY MARKET

Minimum Deposit to Open – The minimum deposit required to open this account is \$50.00. *(Waived for Active Military, Veterans and Customers age 55 years or older).*

Minimum Balance to Avoid a Fee – If your balance falls below **\$1,000** on any day in the statement cycle, your account will be subject to a **\$10.00 Maintenance Fee** for that statement cycle. The statement cycle on this account is Monthly.

Transaction Limitations – During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, 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 bank. ATM withdrawals or transfers, auto debits for loan payments at Flatwater Bank, over-the-counter withdrawals, credits of any type, transfers originated in person or by mail to another account of depositor at Flatwater Bank are all unlimited transactions but may trigger an activity fee.

An Activity Fee of \$3.00 per debit for all debits in excess of 6 per statement cycle will be charged. The statement cycle on this account is Monthly.

Rate Information –

Tier 1 – If your daily balance is **\$0.01 to \$24,999**, the interest rate paid on the entire balance in your account will be **0.15%** with an annual percentage yield of **0.15%**.

Tier 2 – If your daily balance is **\$25,000 to \$49,999**, the interest rate paid on the entire balance in your account will be **0.25%** with an annual percentage yield of **0.25%**.

Tier 3 – If your daily balance is **\$50,000 to \$99,999**, the interest rate paid on the entire balance in your account will be **0.50%** with an annual percentage yield of **0.50%**.

Tier 4 – If your daily balance is **\$100,000 or greater**, the interest rate paid on the entire balance in your account will be **0.75%** with an annual percentage yield of **0.75%**.

All rates are accurate as of **7-1-2019**. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Monthly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account.

Qualifying Factors – None.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services.**

PIONEER SAVINGS

Minimum Deposit to Open – The minimum deposit required to open this account is **\$50.00**. *(Waived for Active Military, Veterans and Customers age 55 years or older).*

Minimum Balance to Avoid a Fee – If your balance falls below **\$50.00** on any day in the statement cycle, your account will be subject to a **\$9.00 Maintenance Fee** for that statement cycle. The statement cycle on this account is Quarterly.

Transaction Limitations – During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, 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 bank. ATM withdrawals or transfers, auto debits for loan payments at Flatwater Bank, over-the-counter withdrawals, credits of any type, transfers originated in person or by mail to another account of depositor at Flatwater Bank are all unlimited transactions but may trigger an activity fee.

An Activity Fee of \$1.00 per debit for all debits in excess of 12 per statement cycle will be charged. The statement cycle on this account is Quarterly.

Rate Information – The interest rate paid on the entire balance in your account will be **0.20%** with an annual percentage yield of **0.20%**. All rates are accurate as of **7-1-2019**. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Quarterly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services.**

HEALTH SAVINGS ACCOUNT

Minimum Deposit to Open – The minimum deposit required to open this account is **\$50.00**. (*Waived for Active Military, Veterans and Customers age 55 years or older*).

Minimum Balance to Avoid a Fee – If your balance falls below **\$50.00** on any day in the statement cycle, your account will be subject to a **\$5.00 Maintenance Fee** for that statement cycle. The statement cycle on this account is Monthly.

Rate Information –

Tier 1 – If your daily balance is **\$0.01 to \$20,000**, the interest rate paid on the balance from \$0.01 to \$20,000 will be **1.00%** with an annual percentage yield of **1.00%**.

Tier 2 - The interest rate paid on the amount of balance **greater than \$20,000** will be **0.20%** with an annual percentage yield of **0.20%**. All rates are accurate as of **7-1-2019**. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Monthly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account; however, the total amount of deposit is limited by the maximum annual contribution limits set forth by the IRS. It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the bank. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution. The bank may charge a fee of **\$35.00 for the correction and distribution of excess contributions**.

Qualifying Factors – A Health Savings Account (“HSA”) is a tax-exempt custodial account created for the purpose of saving and paying for qualified medical expenses in connection with a high-deductible health plan. An individual may establish an HSA if the individual; (I) is covered under a high-deductible health plan, (II) is not also covered by any other health plan that is not a high-deductible health plan (with certain exceptions for certain types of permitted coverage), (III) is not entitled to Medicare benefits, and (IV) may not be claimed as a dependent on another person's tax return.

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services**.

YOUTH SAVINGS

Minimum Deposit to Open – None.

Minimum Balance to Avoid a Fee – None.

Transaction Limitations – During any calendar month or statement cycle of at least four weeks, you may not make more than **six** withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, 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 bank. ATM withdrawals or transfers, auto debits for loan payments at Flatwater Bank, over-the-counter withdrawals, credits of any type, transfers originated in person or by mail to another account of depositor at Flatwater Bank are all unlimited transactions but may trigger an activity fee with the exception of ATM withdrawals. ATM withdrawals are unlimited and will not trigger the Activity Fee but may be subject to the Foreign ATM Fee.

An **Activity Fee of \$1.00** per debit for all debits in excess of **12** per statement cycle will be charged. The statement cycle on this account is Quarterly.

Rate Information –

Tier 1 – If your daily balance is **\$0.01 to \$2,000**, the interest rate paid on the balance from \$0.01 to \$2,000 will be **1.75%** with an annual percentage yield of **1.75%**.

Tier 2 - The interest rate paid on the amount of balance **greater than \$2,000** will be **0.20%** with an annual percentage yield of **0.20%**. All rates are accurate as of **7-1-2019**. At our discretion, we may change the interest rates for this account at any time.

Compounding & Crediting Frequency – Interest will be compounded and credited to your account **Quarterly** on the last day of your statement cycle. If you advise us that you are closing your account, interest will not be paid up to the date of closing.

Balance Computation Method – Interest is calculated by the **Daily Balance Method** which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Deposit Limitations – You may make an unlimited number of deposits into your account.

Account Limitations – Account available only to customers ages 0-17. Once child attains the age of 18 the account will change to a Pioneer Savings Account (see Pioneer Savings Account disclosure for more details).

Other Charges & Fees – See our **Service Charges & Fees Schedule for all fees charged for all additional services**.

SERVICE CHARGES & FEES SCHEDULE

The following fees may be assessed against your account for the corresponding product or service:
(Adverse changes compared to SSB charges are in Bold)

Stop Payment Fee	\$30.00	per item
Overdraft Paid (Overdraft Fee or AOD Paid Item Fee)	\$30.00	per item
Overdraft Returned (NSF Returned Item Fee)	\$30.00	per item
Maximum Overdraft Fee (daily)	\$180.00	per day
Overdraft Transfer Fee (Sweep Fee)	\$15.00	per sweep
Continuous Overdraft Fee (Weekly Overdraft Fee) (every 5 banking business days)	\$30.00	per week
Dormant Fee (if balance is below \$100) (no deposits or withdrawals for 12 months)	\$10.00	per month
Closed Account Fee (if closed within 90 days of opening)	\$30.00	per account
Outgoing Domestic Wire Fee	\$15.00	per wire
Outgoing International Wire Fee	\$40.00	per wire
Incoming Wire Fee (International & Domestic)	\$10.00	per wire
Cashier's Check Fee	\$5.00	per item
Money Order Fee	\$2.00*	per item
Check Order Fee (Deluxe Check Chk Order)	prices vary	per order
ATM/Debit Card Replacement Fee (lost or destroyed cards)	\$7.50	per instance
ATM Foreign Transaction Fee (Foreign ATM Fee)	\$2.00	per transaction
School Spirit Debit Card Fee (\$5 donation to School Booster Club)	\$10.00*	per card
ATM Card Annual Fee	\$5.00	per card
Secondary ATM Card Issuance Fee	\$7.50	per card
Foreign Currency Handling Fee	\$15.00	per transaction
Reconcile & Research Fee (Research Fee) (minimum \$25)	\$50.00	per hour
Collections Fee (coupons, oil & gas drafts) (minimum \$10)	\$1.00	per \$100
Indemnity Bond Fee (for lost Certificate of Deposit Documents)	\$15.00	per instance
Safe Deposit Box Drilling Fee	\$200.00	per lock
Safe Deposit Key Replacement Fee	\$30.00	per key
2x5 Safe Deposit Box Rent	\$36.00*	per year
3x5 Safe Deposit Box Rent	\$36.00*	per year
3.5x5 Safe Deposit Box Rent	\$36.00*	per year
4X4 Safe Deposit Box Rent	\$36.00*	per year
4x5 Safe Deposit Box Rent	\$36.00*	per year
5x5 Safe Deposit Box Rent	\$36.00*	per year
3x10 Safe Deposit Box Rent	\$48.00*	per year
5x10 Safe Deposit Box Rent	\$72.00*	per year
10x10 Safe Deposit Box Rent	\$96.00*	per year

*All Active Military, Veterans or Customers 55 years or older receive these services free of charge.
Must show proper supporting id for fee waiver. New Safe Deposit Box Rent is free for twelve months.
As of 7/1/2019

FUNDS AVAILABILITY POLICY

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after this cut-off time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day of your deposit. However, the first \$200 of your deposits may be available on the same day. If we are not going to make all of the funds from your deposit available, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need funds from the deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SUBSTITUTE CHECK POLICY DISCLOSURE - SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check state: "this is a legal copy of your check. You can use it the same way you would use the original check". You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 308-537-7181 or 900 Lake Avenue, Gothenburg, NE 69138. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss;
- A copy of the substitute check (and or) the following information to help us identify the substitute check; the check number; the name of the person to whom you wrote the check; the amount of the check.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The Flatwater Bank of Gothenburg, Nebraska, offers a number of services to its customers which involve electronic funds transfers. These include transactions initiated with an ATM Card or Visa Check Card (Transaction Cards), telephone transfers initiated by using a personal identification number, direct deposit of Social Security benefits and other government payments, direct deposit of payroll, pre-authorized bill payments, transfers between financial institutions, telephone initiated requests for advances under certain credit programs, and Online banking services Mobile banking services, and Bill payment services. As a customer of the bank, you may make use of one or more of these services. The following disclosures set forth some of the most important terms and conditions of these services as well as your rights and responsibilities with respect to these services. The "General Disclosures" apply to all electronic fund transfer services and the disclosures set forth with respect to specific services apply only to these services.

General Disclosures.

1. Statements You Will Receive. You will receive a monthly statement for each account for any period during which there has been an electronic fund transfer. If no electronic fund transfer has taken place, you will receive a statement at least quarterly for any account to or from which electronic transfers can be made.

2. In Case of Errors or Questions About Your Electronic Transfers. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, please call or write us as soon as you can at the telephone number and address set forth in paragraph 8 below. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and your account number.
- b. Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- c. Tell us the dollar amount of the suspected error.
- d. If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days [twenty (20) business days if it has been 30 days or less since your initial deposit to open the account] after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days if the suspected error involves a POS Transaction or a transfer that was not initiated within a state] to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days [twenty (20) business days if it has been 30 days or less since your initial deposit to open the 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 re-credit your account. 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.

3.a. Your Liability for Unauthorized Transfers. If you believe your ATM Card, Check Card or Personal Identification Number has been lost or stolen or if someone has transferred or may transfer money from your account without your permission, TELL US AT ONCE. Telephoning is the best way of keeping your possible losses down. You may call or write us at the telephone number and address set forth in paragraph 8 of the General Disclosures, below. You could lose all the money in your account or accounts if you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or Personal Identification Number without your permission. If you fail to notify the bank within two (2) business days after you learn of the loss or theft of your card or password, and we can prove these EFT's would not have occurred had the bank been notified, you could lose up to \$500.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, your liability is the lesser of \$50 or the amount of unauthorized transfers that occurred during the 60 day period. Also, you may not get back any money you lost after the sixty (60) days, if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we may extend the time periods.

3.b. Special Rules for Visa Debit Card - Point-of-Sale Transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA®-branded card. This additional liability does not apply to ATM transactions using your Personal Identification Number which are not processed by VISA or Interlink, or to commercial cards. If you report a lost or stolen Visa Debit Card we will investigate promptly and we will tell you the results of our investigation within five (5) business days. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within five (5) 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. This same liability applies to all point-of-sale transactions including ATM Cards used for Interlink transactions.

4. The Bank's Liability for Incomplete 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:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- d. if the system was not working properly and you knew about the breakdown when you started the transfer;
- e. 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.

5. Information We May Disclose to Third Parties. We may disclose information to third parties about your account or the transfers you make:

- a. where it is necessary for completing transfers;
- b. in order to verify the existence and condition of your account for a third party such as a credit bureau, clearinghouse or merchant;
- c. in order to comply with a government agency or court order;
- d. in response to a garnishment, levy or a subpoena; or e. if you give us your written permission.

6. Charges. You may be subject to charges for certain electronic fund transfers. Current charges are identified in our service charges and fees brochure.

7. Business Days. Our business days (days when we are open for carrying on substantially all business functions) are Monday through Friday. Holidays are not included.

8. How You May Contact Us. If you have any questions about your account, think there is an error on your account, have lost your Transaction Card or Personal Identification Number, think someone has transferred or may transfer money from your account without your permission, or if you want to stop payment on automatic payments you have pre-authorized from your account, you can contact us by calling 308-537-7181 or by writing us at the following address:

Attention: Electronic Banking, Flatwater Bank, PO Box 81 (900 Lake Avenue), Gothenburg, NE 69138-0081

Automatic Deposits.

1. Services. If you have arranged to have money deposited directly to your account on a periodic basis (such as social security benefits, other government payments, or your payroll), these deposits will be made and reflected on your periodic statement.

2. Advice of Deposit. If the direct deposit is made to your account at least once every sixty (60) days from the same person or company (such as the Social Security Administration or your employer) you can call us at 308-537-7181 to find out whether or not the deposit has been made.

Pre-authorized Payments.

1. Services. You may arrange to have certain payments (such as utility payments or insurance premiums) automatically deducted from your account. Any such pre-authorized payments will be reflected on your periodic statement. There are no limits on the number of transfers you may make from your checking or checking with interest accounts; however, transfers from your Savings or Money Market Accounts count as pre-authorized transfers and, as such, are limited to six (6) pre-authorized transfers per account per statement cycle.

2. Stop Payment. You can stop any of these payments. Here's how: call or write us at the telephone number and address set forth in paragraph 8 of the General Disclosures, above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you for each stop payment order you give. The current charges are identified in the paragraph labeled "Schedule of Charges".

3. Bank's Liability. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4. Notice of Payment. If these regular payments 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.) If you want to know whether an automatic payment has been made, you can call or write us at the telephone number and address set forth in paragraph 8 of the General Disclosures above.

Transfers Between Financial Institutions.

1. Services. If you have agreed with the bank and/or with another financial institution to transfer money between your accounts at these financial institutions, such transfers will be made and will be reflected on your periodic statement. There are no limits on the number of transfers you may make from your checking or checking with interest accounts; however, transfers from your Savings and Money Market Accounts count as pre-authorized transfers and, as such, are limited to six (6) pre-authorized transfers per account per statement cycle.

2. Stop Payment. If you have authorized a transfer of funds from your account(s) at the bank to your account at another financial institution, you can stop any of these payments. Here's how: Call or write us at the telephone number and address set forth in paragraph 8 of the General Disclosures, above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you for each stop payment order you give. The current charges are identified in the paragraph labeled "Schedule of Charges".

3. Bank's Liability. If you order us to stop one of these transfers three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Electronic Checks.

1. You may access your account(s) to purchase goods, pay for services, or get cash where a check (whether blank, partially completed and signed) is presented at a Point of Sale terminal or is mailed to a merchant or other payee or lockbox and later converted to an Electronic Funds Transfer.

Loan Advances By Telephone.

1. **Services.** If you have arranged with us for a pre-approved line of credit which allows you to request by telephone that funds be advanced to your checking account, advances will be made and will be reflected on your periodic statement. There is no transaction charge for this service, but finance charges, in accordance with our agreement with you, will be imposed on amounts advanced.

Transaction Card Transactions.

1. **Use of your Transaction Card.** You may use your ATM Card or Visa Check Card ("Check Card") as a Transaction Card, along with your Personal Identification Number, to conduct the following transactions ("Terminal Transactions"):

- withdraw cash from your checking or savings accounts;
- make deposits to your checking or savings accounts;
- transfer available funds between your checking and savings accounts whenever you request; and
- inquire about the balance in your checking or savings accounts.

Some of these services may not be available at all terminals. You may also use your Check Card to pay for purchases from merchants who have agreed to accept the Check Card (Point-of-Sale "POS" Transactions). The current charges for Card or Check Card transactions are identified in a separate service charges and fees brochure. There is no limit on the number of times you may use your Card or Check Card; however, you may only withdraw up to a total of \$1,000 of available funds from all terminals each calendar day and purchases by POS transactions are limited to the lesser of \$2,500 or the available balance in your account. There may be additional limitations imposed on the number or amount of transactions for security reasons.

2. **Receipts and Statements.** You will get a receipt at the time you make any transfer to or from your accounts in connection with a Terminal or POS transaction. You will also receive a monthly statement for each account for any period during which there has been an electronic fund transfer. In case you do not have an electronic transfer, you will receive a statement at least quarterly.

3. **Notice Regarding ATM Fees By Others.** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator and/or the automated transfer network.

Telephone Transfers Using Our INFO LINE Service.

1. **Services.** You may transfer funds between your accounts at our bank when using our INFO❖LINE Service (1-888-476-4225). To do so you must choose a Personal Identification Number that may be the same as your transaction card PIN, however, this number may not be the last four digits of your social security number. The transfer amount is limited to the available balance in your transfer account. There are no limits on the number of transfers you may make from your checking or checking with interest accounts; however, transfers from your Savings and Money Market Accounts count as pre-authorized transfers and, as such, are limited to six (6) pre-authorized transfers per account per statement cycle. There are no transfer fees for using our INFO❖LINE Service; however, there may be transaction fees for your account activity, if your account is subject to such fees.

2. **Receipts and Statements.** You will not receive a receipt for this electronic transfer of funds when you use our INFO❖LINE Service; however, you will receive a monthly statement for each account involved in the transfer of funds.

Schedule of Charges.

There may be transaction fees on your account if your account is subject to such fees. Following are the accounts subject to possible transaction fees.

1. **Savings Accounts.** Withdrawals (debits) in excess of twelve (12) per calendar quarter are \$1.00 each. ATM transactions do not count as part of the twelve (12).

2. **Money Market Accounts.** Withdrawals (debits) in excess of six (6) per statement cycle are \$3.00 each.

3. **Stop Payment Fee.** A fee of \$30.00 will be charged for any stop payment placed on any account.

4. **International Card Transactions.** For international transactions made using your Visa Check card the following charges apply. A 1% International Service Assessment (ISA) will be charged on international transactions that involve currency conversion (multi-currency international transactions). A 1% Cross Border Fee will be assessed on all single currency International transactions.

Computer Transfers

You may access your account(s) by going to www.flatwater.bank and using your User Name and Password to: get information on your checking, savings, loans, and/or certificates of deposits; to transfer available funds between your checking and your savings accounts and make payments on your loans. You can also use bill payment to pay individuals or third parties

Mobile Banking Transfers

You may access your account(s) on your web-enabled cell phone by downloading our app and registering for mobile banking or by using your User Name and Password from Internet Banking to: get information on your checking, savings, and/or loan accounts; to transfer available funds between your checking and your savings accounts. If using your internet banking credentials you can also use bill payment to pay individuals or third parties.

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.

TERMS & CONDITIONS OF YOUR ACCOUNT

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| <ul style="list-style-type: none"> (1) Important Information about Procedures for Opening a New Account (2) Agreement (3) Liability (4) Deposits (5) Withdrawals <ul style="list-style-type: none"> Generally Postdated Checks Checks and Withdrawal Rules A Temporary Debit Authorization Hold Affects Your Account Balance Overdrafts Multiple Signatures, Electronic Check Conversion, and Similar Transactions Notice of Withdrawal (6) Ownership of Account and Beneficiary Designation <ul style="list-style-type: none"> Single-Party Account Multiple-Party Account (7) Rights at Death <ul style="list-style-type: none"> Single-Party Account Multiple-Party Account With Right of Survivorship Multiple-Party Account Without Right of Survivorship Single-Party Account With Pay-on-Death Designation Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation (8) Business, Organization, and Association Accounts (9) Stop Payments (10) Telephone Transfers (11) Amendments and Termination (12) Notices (13) Statements <ul style="list-style-type: none"> Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries | <ul style="list-style-type: none"> Your Duty to Report Other Errors Errors Relating to Electronic Fund Transfers or Substitute Checks (14) Direct Deposits (15) Temporary Account Agreement (16) Setoff (17) Check Processing (18) Check Cashing (19) Truncation, Substitute Checks, and Other Check Images (20) Remotely Created Checks (21) Unlawful Internet Gambling Notice (22) ACH and Wire Transfers (23) Facsimile Signatures (24) Agency (Power of Attorney) Designation (25) Restrictive Legends or Indorsements (26) Account Transfer (27) Indorsements (28) Death or Incompetence (29) Fiduciary Accounts (30) Credit Verification (31) Legal Actions Affecting Your Account (32) Security (33) Telephonic Instructions (34) Monitoring and Recording Telephone Calls and Consent to Receive Communications (35) Claim of Loss (36) Early Withdrawal Penalties (37) Address or Name Changes (38) Resolving Account Disputes (39) Waiver of Notices (40) Additional Terms |
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(1) Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws, the laws of the state of Nebraska and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement;
- and 4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law. As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

(3) **Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) **Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) **Withdrawals.** Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. **Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item. **Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made,

the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10. You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ($\$120 - \$80 = \$40$) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($\$120 - \$50 = \$70$). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase. Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Single-Party Account. Such an account is owned by one party. Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

(7) Rights at Death. Single-Party Account. At the death of a party, ownership passes as part of the party's estate. Multiple-Party Account With Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties. Multiple-Party Account Without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate. Single-Party Account With Pay-on-Death Designation. At death of the party, ownership passes to the designated

pay-on-death beneficiaries and is not part of the party's estate. Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation. At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

(8) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(9) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(10) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(11) Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

(12) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(13) Statements. Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations

or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

(14) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(15) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(16) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(17) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(18) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(19) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(20) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(21) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

(22) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(23) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(24) Agency (Power of Attorney) Designation (Single-Party Accounts only). A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

(25) Restrictive Legends or Indorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

(26) Account Transfer. This account may not be transferred or assigned without our prior written consent.

(27) Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information

within 1 1/2" of that edge. It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because our indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

(28) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(29) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(30) Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(31) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(32) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(33) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC). } Your consent is limited to your account, and as authorized by applicable law and regulations. } Your consent does not authorize us to contact you for telemarketing

purposes (unless you otherwise agreed elsewhere). With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(35) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(36) Early Withdrawal Penalties (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(37) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(38) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(39) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(40) Additional Terms.

BILL PAY TERMS AND CONDITIONS DISCLOSURE

Introduction:

This is your bill paying agreement with Flatwater Bank

You may use Flatwater Bank's bill paying service, to direct Flatwater Bank to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

Instructions for Setting up Payees & Payments:

Payees - If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative.

- Flatwater Bank reserves the right to refuse the designation of a "Payee" for any reason.

Payments - You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- Flatwater Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Flatwater Bank is currently 3:00 p.m. CST.

- A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Liability

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify Flatwater Bank and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- Flatwater Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- Flatwater Bank is not liable for any failure to make a bill payment if you fail to promptly notify Flatwater Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- Flatwater Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Flatwater Bank's agent.

Amendment

Flatwater Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on Flatwater Bank's records, by posting notice in branches of Flatwater Bank, or as otherwise permitted by law.

Termination

- Flatwater Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to Flatwater Bank.
- Flatwater Bank is not responsible for any fixed payment made before Flatwater Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Flatwater Bank on your behalf.

WHAT DOES FLATWATER BANK DO WITH YOUR PERSONAL INFORMATION

Rev. 02/2019

FACTS

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and credit scores • credit history and account transactions 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Flatwater Bank chooses to share; and whether you can limit this sharing.		
	Reasons we can share your personal information	Does Flatwater Bank share?	Can you limit this sharing?
	For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
	For our marketing purposes – to offer our products and services to you	Yes	No
	For joint marketing with other financial companies	Yes	No
	For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
	For our affiliates' everyday business purposes – Information about your creditworthiness	Yes	Yes
	For our affiliates to market to you	Yes	Yes
	For nonaffiliates to market to you	Yes	Yes
To limit our sharing	<ul style="list-style-type: none"> • Mail the form below Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		
Questions?	Call 308-537-7181 or go to email connect@flatwater.bank		

MAIL-IN FORM

Leave Blank OR If you have a joint account, your choices(s) will apply to everyone on your account.	Mark any/all you want to limit: <input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes. <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me. <input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.		
	Name		Mail to: Flatwater Bank P.O. Box 81 Gothenburg, NE 69138
	Address		
	City, State, Zip		
Account #			

WHO WE ARE

Who is providing this notice?	Flatwater Bank and Brady and Ansley Branches
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WHAT WE DO

How does Flatwater Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We strongly urge you not to e-mail confidential information to us other than through the bank's secure website.
How does Flatwater Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or deposit money • pay your bills or apply for a loan • provide account information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

DEFINITIONS

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Investment Service Center
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Insurance Companies
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Club account products and services • Internet banking products and services • Mobile banking products and services

OTHER IMPORTANT INFORMATION

FLATWATER BANK



Still Pioneering

ANSLEY

624 Main Street, PO Box 400 • Ansley, NE 68814
P 308-935-1700 • F 308-935-1701

BRADY

120 N Main Street, PO Box 128 • Brady, NE 69123
P 308-584-3311 • F 308-584-3310

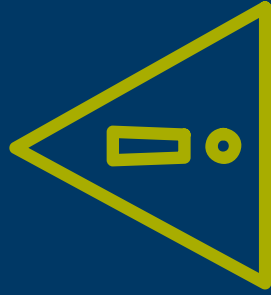
GOTHENBURG

900 Lake Avenue, PO Box 81 • Gothenburg, NE 69138
P 308-537-7181 • F 308-537-7185

Toll Free 888-537-7181
www.flatwater.bank



Member
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Important Information Inside