

**DREAM FIRST BANK**

PO BOX 928  
11 NORTH MAIN  
SYRACUSE, KS 67878  
September 19, 2022

**ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Dream First Bank. In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Financial Institution. The word "account" means any one (1) or more savings and checking accounts you have with the Financial Institution. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below.

**Online Banking [www.DreamFirst.Bank](http://www.DreamFirst.Bank)**

**Types of Transactions:** You may access certain account(s) you maintain with us via PC or Mobile Device using your assigned credentials to access our online banking platform. You may use the online banking service to perform the following functions:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review transactions on eligible accounts.
- Make loan payments.
- Advance funds from credit line.
- Online bill payment (if registered)
- E-Statements (if registered)
- Request to open a new account
- Allow export of transaction history to personal finance software.

**Online Bill Pay.** We will process bill payment transfer requests only to those creditors the Financial Institution has designated in the User Instructions and such creditors as you authorize and for whom the Financial Institution has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

**The following limitations on Online Bill Pay transactions may apply:**

- There is no limit on the number of bill payments per day.

## Automatic Teller Machine

### ATM Service

**Type of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATM's withing the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account (if eligible) during ATM transactions, your Primary Account will be used for transactions. Based on terminal availability you may use your card to:

- Deposit/withdraw funds from your checking account.
- Deposit/withdraw funds from your savings account.
- Obtain balance information on available accounts.
- Transfer funds between available accounts.

### Limitations on Frequency and Amount.

- You may make 10 withdrawals from ATMs per day.
- You may withdraw a maximum of \$1,000 (if there are sufficient funds in your account) per day.
- You may withdraw a maximum of \$1,000 (if there are sufficient funds in your account) per day when the system is offline.
- For security purposes, there are limits on the frequency and number of transfers you may make using ATM's.
- You may transfer up to the available balance in your accounts at the time of the transfer.

### Fees and charges for ATM transactions

- There is no charge for withdrawal at machines owned by us.
- There is a \$3.00 charge for transaction conducted at a machine not owned by us.
- There is a replacement card fee of \$5.00

### ATM Fees

- When you use an ATM not owned by us, you may also be charged a fee by the ATM operator.

## Debit Card

If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Financial Institution's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Financial Institution may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Financial Institution uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges. For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Financial Institution may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Financial Institution. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Financial Institution. In the event of repeated overdrafts, the Financial Institution may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Financial Institution, networks, and such other

machines or facilities as the Financial Institution may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of sale (POS) terminal and choose to route the transaction over a Visa network.

### **Types of Transactions**

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

### **Limitations on Frequency and Amount.**

- Purchase amounts are limited to the amount in your account.
- You may make 10 withdrawals from ATMs per day.
- You may withdraw a maximum of \$1,000 (if there are sufficient funds in your account) per day.
- You may withdraw a maximum of \$1,000 (if there are sufficient funds in your account) per day when the system is offline.
- You may purchase a maximum of \$1,000 (if there are sufficient funds in your account) from POS terminals per day.
- You may purchase a maximum of \$1,000 (if there are sufficient funds in your account) from POS terminals per day when the system is offline.
- For security purposes, there are limits on the frequency and number of transfers you may make using ATM's.
- You may transfer up to the available balance in your accounts at the time of the transfer.

### **Fees and charges for ATM transactions with your Debit Card**

- There is no charge for withdrawal at machines owned by us.
- There is a \$3.00 charge for transaction conducted at a machine not owned by us.
- There is a replacement card fee of \$10.00

### **Pre-Authorized Electronic Funds Transfers (ACH)**

**Direct Deposit-** Upon instruction, the Financial Institution will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.

**Preauthorized Debits-** Upon instruction, we will pay certain recurring transactions from your savings and checking account.

**Stop Payment-** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future

transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned. We will assess a fee of \$25.00 per stop payment request.

### **Other EFT Transactions**

**Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

### **In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

- TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.
- For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.
- Also, if your statement shows transfers that you did not make including those made by card, access code or other means,
- TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. This paragraph does not apply to unauthorized use of a Visa debit card, an ATM card or other access device.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, contact:

Dream First Bank  
Po Box 928  
Syracuse, KS 67878

Or call us at:

(620)384-7441  
(888) 773-3184

**Business days-** For the purpose of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Right to receive documentation:**

**Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (620) 384-7441.

**Liability for failure to make transfers -** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process another claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Financial Institution. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Financial Institution.

**Billing Errors-** In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon after we sent the FIRST statement on which the problem appears. Contact us at:

Dream First Bank  
Po Box 928  
Syracuse, KS 67878

Or call us at:

(620)384-7441

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- We will determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.
- We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.
- If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**TERMINATION OF EFT SERVICES-** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Financial Institution. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Financial Institution terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**GOVERNING LAW** — This Agreement is governed by the bylaws of the Financial Institution, federal laws and regulations, the laws and regulations of the state of Kansas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Financial Institution is located.

**ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

