

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

**First Western Bank & Trust**  
**900 S Broadway**  
**Minot, ND 58701**  
**(701)852-3711**

### **ELECTRONIC FUND TRANSFERS** **YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

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

**Voice Access transactions** - types of transactions - You may access your account by telephone using your personal identification number (PIN) to:

- transfer funds from checking, savings, line of credit to checking, savings, line of credit, third party
- make payments from checking or savings to line of credit
- get balance information about checking, savings or line of credit
- get withdrawal history about checking, savings or line of credit
- get deposit history about checking, savings or line of credit
- get transaction history about checking, savings or line of credit

You may access your account for telephone transactions at the following number(s) and during the following hours:

- (701)839-2265 (24 hours a day)

**ATM Card transactions** - types of transactions - You may access your account(s) by ATM using your ATM Card and your personal identification number (PIN) to:

- withdraw cash from checking or savings
- transfer funds from checking and savings to checking and savings
- get balance information about checking or savings

Some of these services may not be available at all terminals.

**Debit Card ATM transactions** - types of transactions - You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking or savings
- transfer funds from checking or savings to checking or savings
- get balance information about checking or savings

Some of these services may not be available at all terminals.

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

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- get cash from a participating merchant or financial institution

**Currency Conversion and International Transactions** - When you use your card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%.

**Advisory Against Illegal Use** - You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Netteller Internet Banking** - types of transfers - You may access your accounts by computer at [www.bankfirstwestern.com](http://www.bankfirstwestern.com) and using your account number(s) and user ID and password to:

- transfer funds from checking, savings, line of credit to checking, savings, line of credit, third party
- make payments from checking or savings to line of credit or third party
- get balance information about checking, savings, certificate of deposit or line of credit
- get withdrawal history about checking or savings
- get deposit history about checking, savings or line of credit
- get transaction history about checking, savings or line of credit

**Netteller Bill Pay** - types of transfers -

You may access this service by computer at [www.bankfirstwestern.com](http://www.bankfirstwestern.com) and using your user name and password.

You may access this service to:

- make payments from your checking account(s) to anyone in the United States except government agencies. (Some payments made by paper check will not be subject to this Electronic Fund Transfer disclosures.) See your service agreement for details.

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

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

During any monthly statement cycle, 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, automatic or computer transfer or telephone order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

### Documentation

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

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.

· you can call us at (701)852-3711 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your checking and line of credit account(s).

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

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

#### **Preauthorized Payments**

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **Financial Institution's Liability**

**Liability for failure to make transfers** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

#### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as described in our privacy policy disclosure, provided separately.

#### **Unauthorized Transfers**

**(a) Consumer liability.** Consumer Liability. 1. Tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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). Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost stolen Visa Debit Card. This limit on liability does not apply to ATM transactions or to transactions using your personal Identification Number (PIN) which are not processed by VISA, or to commercial cards. If you are liable for unauthorized transactions, your liability will not exceed \$50. In addition, even in these circumstances you will not be liable for unauthorized transactions that occur after you notify us at the address above, orally or in writing, of the loss, theft, or possible unauthorized use.

The second layer of liability limitation relates to a consumer's failure to report unauthorized transactions appearing on a periodic statement. If a consumer fails to report unauthorized EFT transactions that appear on a periodic statement within 60 calendar days of transmittal of the statement to the consumer, then the consumer is liable for all unauthorized transfers after the end of the 60 day period.

In some instances, both limitations can come into play. For example, if a consumer loses the account access device, discovers the loss, does not report it, and does not report unauthorized transfers shown on the periodic statement, the consumer's liability would be the lesser of \$500 or the amount of unauthorized transfers that occur up to 60 calendar days after the first periodic statement plus unlimited liability for transfers thereafter. In other words, the two liabilities stack on top of one another.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the First statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

First Western Bank & Trust  
Bookkeeping Department  
900 South Broadway  
PO Box 1090  
Minot, ND 58702-1090  
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday  
Holidays are not included.  
PHONE: (701)852-3711 or (800)688-2584

#### **Notice Of ATM/Night Deposit Facility User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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**COMMON FEATURES**

**Limits and fees** - The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Photocopies	\$.30 per page
First page free	
Statement Reprint	\$5.00
Laminating	\$1.00 per page
Fax Service	\$5.00 first page
\$1.00 each additional page	
Check Cashing	2% fee / \$5.00 min
Customer with Not-On-Us Check (Must have minimum average balance of \$100.00 to avoid fee)	
Deposit Account Closing Fee	\$10.00
if closed within six months of opening	
Dormant account	\$2.00 per mo
No activity for 12 months	
Abandoned Account (before funds are escheat)	\$25.00
Account Research	\$25.00 per hour
\$15.00 minimum Plus \$.30 per copy	
Overdraft Fee created by check, in-person withdrawal, ATM withdrawal, or other electronic means:	\$25.00 per item
(\$100.00 max per day)If your account is overdrawn for more than seven consecutive days a \$3.00 fee will be charged to your account each day your account is overdrawn until the overdraft is corrected. Checks will be paid in check Sequence order.	
Stop Payment Fee	\$25.00
Computer Initiated Stop Payment Through Nettleller	\$25.00
You must print, sign and forward the confirmation page to our bookkeeping department within 14 days or the stop payment will expire.	
Counter Checks	\$1.00 each
Phone Fee For Check Verification	\$2.00
Collection Item Fee	\$20.00
ATM Transactions Using ATM CARD	

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**LIMITS AND FEES DISCLOSURE**

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Wolters Kluwer Financial Services -2000, 2014 Bankers Systems\*

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\$1.00 per cash withdrawal from any ATM not owned by First Western Bank & Trust  
\$1.00 per balance or transaction history inquiry from any ATM not owned by First Western Bank & Trust.

Notice regarding ATM fees by others: If you use an Automated Teller Machine (ATM) that is not operated by us, you may be charged a fee by the operator of the machine and/or by an Automated Transfer Network.

ATM/DEBIT cards

\$5.00 replacement card fee (one free per year)  
This card may not be used for any illegal transactions.

ATM And Debit Card Limits

Our normal ATM daily withdrawal limit is \$100.00 per day and the DEBIT CARD POS limit is \$500.00 per day. Increased limits are subject to approval by a First Western Bank & Trust Officer.

Levies & Garnishments	\$50.00
Account Reconciliation Charge Per Hour	\$20.00
Interim Statement Fee	\$2.00
Copy of Check	\$1.00
Check Printing Fee	
Depends on style of check ordered	
Cashiers Check - Customer	\$4.00
Cashiers Check - Reissued	\$10.00
Money Order - Customer	\$4.00
\$1.00 for each additional money order	
Canadian Draft - Customer	\$4.00
Certified Check	\$20.00
Domestic Outgoing Wire Transfers - Customer	\$20.00
Domestic Outgoing Wire Transfers - Repetitive	\$12.00
Foreign Wire Transfers - Customer	\$75.00
Address Change If Not Notified	\$3.00
Per forwarded or return mail item for 6 months.	
Indemnity Bond	\$10.00
Foreign Currency Conversion Fee(excludes Canadian)	\$10.00 + Postage
Signature Guarantee Fee	\$20.00
Must be a bank customer for this service.	
IRA Fee to Terminate your IRA/SEP/ROTH/CESA	\$25.00