



**Stockman Bank**  
**P O Box 250 Miles City, MT 59301**  
**Miles City, MT 59301**  
**4062348420**

**ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may 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. Disclosure applies to all consumer accounts and may apply to certain public and business accounts.

**TYPES OF TRANSACTIONS**

**Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking and savings accounts.

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking and savings accounts.

**Electronic Checking.** You may make a purchase or pay a bill using a check that is converted by the payee into an electronic fund transfer.

**Computer transactions.** You may access your accounts by computer at [www.stockmanbank.com](http://www.stockmanbank.com) and using your account numbers, user name and password to:

- Transfer funds from checking to checking and savings
- Transfer funds from savings to checking and savings
- Make payments from checking and savings to loan accounts
- Get balance information about checking and savings
- Get transaction history about checking and savings
- Pay bills to 3rd parties from consumer checking and savings

**Telebank transactions.** You may access your account(s) by telephone using your personal identification number (PIN), touch tone phone and account number(s) to:

- Transfer funds from checking to checking and savings
- Transfer funds from savings to checking and savings
- Get balance information about checking and savings
- Get transaction history about checking and savings
- Make loan payments from checking and savings accounts
- Get payment information about loans

You may access your account(s) for telephone transactions at the following number(s): (888) 669-0724 (24 hours a day)

**ATM transactions.** You may access your account(s) by ATM using your CashCard and personal identification number (PIN) to:

- Deposit funds to checking and savings
  - Withdraw cash from checking and savings
  - Transfer funds from checking to checking and savings
  - Transfer funds from savings to checking and savings
  - Get balance information about checking and savings
  - Get transaction history about checking and savings
- Some of these services may not be available at all terminals.

**VISA CheckCard point-of-sale transactions.** You may access your checking account(s) by VISA CheckCard to:

- Purchase goods in person, by phone or electronically
- Pay for services in person or by phone or electronically
- Get cash from a participating merchant or financial institution
- Do any transaction that can be made with a credit card

**Unlawful Internet Gambling Enforcement Act 2006 (UIGEA) -**

Transactions restricted by the UIGEA are prohibited from being processed through business accounts at Stockman Bank. By opening this account you acknowledge that you understand this restriction and will not process prohibited transactions.

VISA CheckCard may not be used for any illegal transaction or internet gambling

**MINIMUM ACCOUNT BALANCE**

We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

**LIMITS AND FEES**

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

**ATM transactions using CashCard or VISA CheckCard transactions using your personal identification number (PIN):**

- \$ 1.00 per withdrawal at non-affiliated ATMs
- \$ 1.00 per transaction statement at non-affiliated ATMs
- You may make no more than \$1,000.00 in withdrawals from your account(s) per day

**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 of the machine and/or by an automated transfer network (and you may be charged a fee for balance inquiry even if you do not complete a funds transfer).

**Point-of-sale transactions using VISA CheckCard authorized by signature:**

- You may make no more than \$2500.00 in point-of-sale purchases per day
- You may not place a stop payment on any point-of-sale purchase.

**Miscellaneous & Preauthorized payments:**

Please see our current fee schedules for fees to replace lost cards, stop payments and NSF/Overdraft activity.

**Cash Card/VISA Check Cards - International Transaction Fees VISA's International Service Assessment (ISA) Fee -**

You may be assessed an ISA fee for VISA transactions conducted outside of the United States. This includes international purchases, credit vouchers, and cash disbursements original and reversal transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date.

**Limitations on frequency of transfers.** In addition to any limitations described elsewhere, the following limitations apply to your savings accounts and/or money market accounts:

During any statement period, you may not make more than six withdrawals or transfers to another account or third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

A per item fee of \$2.00 will be assessed as a service charge for each withdrawal in excess of six from savings and money market accounts during the month.

**Non-Visa Debit Transactions Disclosure:** Stockman Bank has enabled Non-Visa debit transaction processing and does not require that small ticket purchases at POS merchants or internet transactions be authenticated by a pin. Non-Visa transactions may be processed by Cirrus, Interlink or Plus networks.

### **DOCUMENTATION**

**TERMINAL TRANSFERS.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. The machine receipt provided to you by the satellite terminal shall be admissible as evidence in any legal action or proceeding and shall constitute prima-facie proof of the transaction evidenced by the receipt.

**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, you can call us at the phone number at the top of this page 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 account(s).

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.

**TRANSACTION RECORDS.** You should always save your terminal receipts and mark each transaction in your account records (but not while at a terminal). Compare your records with the transactions that are described on any account statements you receive. You may not always receive a receipt for transactions of \$15 or less.

### **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 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 14 days after your 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:

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If you have an overdraft line and the transfer would go over the credit limit.

If the automated teller machine where you are making the transfer does not have enough cash.

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken

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:

Where it is necessary for completing transfers; or

In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

In order to comply with government agency or court orders; or

If you give us written permission.

### **TERMINAL TRANSFERS**

Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account (there is no float). Additionally, you may have no effective ability to stop a payment made by terminal transfer.

### **BUSINESS DAYS:**

Everyday except Saturdays, Sundays and Federal Holidays  
More detailed information is available on request

By signing the signature card, you acknowledge receiving a copy and agree to the terms and conditions of this ELECTRONIC FUND TRANSFERS statement.

## CONSUMER UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

"Consumer"- "Consumer" is defined for this purpose as a natural person who holds an account primarily for personal, family, or household purposes and specifically excludes a natural person who holds an account for a business or for a professional capacity.

(1) Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(2)Additional Limit on Liability for VISA CheckCard: 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 CheckCard. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA, or to commercial cards.

### (b) Contact in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission using information from your check, call or write us at the telephone number or address listed in this disclosure. To report a lost or stolen card after normal business hours call 1-866-914-4595.

## CONSUMER 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.

Tell us your name and account number (if any).

Describe the error or the transfer your 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a VISA CheckCard 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 VISA CheckCard 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

### NOTICE OF CHANGE IN VISA® ZERO LIABILITY RULE

A change in the Visa Core Rules revises the circumstances under which you have zero liability for unauthorized electronic fund transfers. The change is highlighted in bold italics type in the next two sentences. ***Under the new Visa rule, you will not be liable for any transactions using a lost or stolen Visa card unless you have been negligent or engaged in fraud. Under the previous rule, you are not liable for any transaction using a lost or stolen Visa card unless you were grossly negligent or engaged in fraud.*** This change becomes effective 30 days after you receive this notice. Whether conduct is negligent depends on the circumstances and is subject to interpretation. However, negligence is generally considered to be the failure to use such care as a reasonably prudent person would have exercised in a similar situation. Negligence is more careful conduct than gross negligence.

As a result of the Visa rule change, you have to use a higher degree of care to have zero liability for unauthorized transactions than you had to exercise under the previous Visa rule.