



Electronic Funds Transfer Agreement and Regulation E Disclosure

YOUR RIGHTS AND RESPONSIBILITIES

This Agreement and Disclosure is made in compliance with federal law and regulating electronic funds transfer (EFT) services. This Electronic Funds Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. Electronic funds transfers are electronically initiated transfers of money involving a consumer account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfer. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" mean a personal identification number.

BUSINESS DAYS

For purposes of these disclosures, business days are Monday through Friday excluding Federal holidays.

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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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 (for example, from U.S. Treasury, Social Security, or an employer payroll) to be accepted into your checking or savings account(s).
- **Preauthorized Payments:** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **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.
- **Wire Transfers:** You may arrange for us to complete the following wire transfers:
 - Domestic: Pay a designated recipient(s) in the United States from your checking or savings account.
 - International: Pay designated recipient(s) in a foreign country from your checking or savings account.

TRANSFER TYPES AND LIMITATIONS

ATM Transfers: You may access your account(s) by Automated Teller Machine (ATM) using your ATM card and personal identification number (PIN) to:

- Withdraw cash from your checking or savings account(s). You may withdraw up to \$500.00 per day (or previously approved exception limit if applicable).
- Transfer funds between your checking and savings accounts whenever you request.
- Obtain balance information on checking and savings accounts.

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



Online Banking: You may access your account(s) through the internet by logging in through our website at bnd.nd.gov and using your login and password to:

- Transfer funds between your checking and savings accounts whenever you request.
- Obtain account information on checking and savings accounts.

Mobile Banking: You may access your account(s) using a mobile phone by logging in through the TouchBanking app:

- Transfer funds between your checking and savings accounts whenever you request.
- Obtain account information on checking and savings accounts.
- Deposit a single item up to \$1500.00 and daily total up to \$2500.00 (or previously approved exception limits if applicable).

FEES

Except as indicated elsewhere, we do not charge for electronic fund transfers. Please refer to our separate Fee Schedule for additional information about fees.

- **Wireless Carrier Fees:** Your wireless carrier may assess message fees, data rates, and other charges when you use your mobile phone. Please refer to your contract with your wireless provider for information about these fees.
- **ATM Operator/Network Fees:** When you use an ATM, 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).

DOCUMENTATION

Terminal Transfers: You can get a receipt at the time you make a transfer to or from your account using an ATM. However, you may not get a receipt if the amount of the transfer is \$15.00 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, you can call us at (800) 472-2166 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.

PREAUTHORIZED ELECTRONIC FUND TRANSFERS

Stop Payment Rights: If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call or write to us at the telephone number or address listed at the bottom of this disclosure, 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 your call. We will charge you \$10.00 for each stop payment order you give.

Notice of Varying Amounts: If these regular payments may 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.

Liability for Failure to Stop Payment of Preauthorized Transfers: 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.

FINANCIAL INSTITUTION 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 the ATM where you are making the transfer does not have enough cash.
- If the ATM 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 to complete transfers; or
- In order to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- In order to comply with government agency court orders; or
- If you give us written permission; or
- As otherwise explained in the privacy policy you were provided in connection with your account(s).

UNAUTHORIZED TRANSFERS

Consumer Liability: Tell us AT ONCE if you believe your ATM 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 the money in your account. If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or 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, 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 valid reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

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, email address, or mailing 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 NOTICES (For Consumer Transactions Only)

In Case of Errors of Questions About your Electronic Transfers: Call or write us at the telephone number, email address, or mailing address listed at the bottom of 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 (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 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 (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, unless you have 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.

CONTACT US

Bank of North Dakota
1200 Memorial Hwy
Bismarck ND 58504
800.472.2166, ext. 328.5615 (toll-free)
701.328.5615 (local)
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