



## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

### MEMBER FDIC

The disclosures provided below with respect to liability for unauthorized transactions, error resolution and preauthorized payments apply only to electronic fund transfers to or from Bank Forward consumer checking, savings, money market or other consumer asset accounts ("Accounts") using one of the electronic funds transfer services described below, to the extent such transfers are subject to the Consumer Financial Protection Bureau's Regulation E ("Electronic Fund Transfers"). The disclosures explain your basic rights, liabilities and responsibilities as a customer of Bank Forward who uses any of the electronic funds transfer services set forth below. For purposes of these disclosures, "we," "us," "our" and "Bank" means Bank Forward and any of its affiliates or direct or indirect subsidiaries. "You" or "your" means, as applicable, each owner of an Account. The term "Security Information" means your Access ID, password and/or any other enhanced security information we may require to access our electronic funds transfer services.

These disclosures are in addition to any other agreements between you and us governing our electronic funds transfer services or your Account(s). If there is a conflict between these disclosures and your other agreements with us, these disclosures shall control with respect to your rights, liabilities and responsibilities for Electronic Fund Transfers to or from your Accounts using one of our electronic funds transfer services.

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your Account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS - North Dakota Customers

Tell us AT ONCE if you believe your card and/or Security Information 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 (plus your maximum overdraft line of credit, if any). If you tell us within 2 business days after you learn of the loss or theft of your card and/or Security Information, you can lose no more than \$50 if someone used your card and/or Security Information 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/or Security Information, and if we can prove we could have stopped someone from using your card and/or Security Information 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, Security Information 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.

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS - Minnesota Customers

Tell us AT ONCE if you believe your card and/or Security Information 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 (plus your maximum overdraft line of credit, if any). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or Security Information. If due to the loss or theft of your card and/or Security Information, and you notify us within 60 days of when the unauthorized transfer appears on the statement, you can lose no more than \$50 if someone used your card and/or Security Information without your permission.

If you do NOT tell us within 60 days after the unauthorized transfer appears on your statement, and we can prove we could have stopped someone from using your card and/or Security Information without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or Security Information, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, Security Information 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.

**E-Statements Election.** If you have elected to receive E-Statements in lieu of paper statements, your E-Statements will be dated the day the E-Statement availability notification is sent to you by email, and any applicable time periods within which you must notify us of any unauthorized Electronic Fund Transfers on your Account statements shall begin on the date of the E-Statement regardless of when you retrieve your E-Statement through Bank Forward Online.

**Additional Limits on Liability for Visa® Debit Card.** 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 Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

## CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFER

If you believe your card and/or Security Information 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.

## TRANSFER TYPES AND LIMITATIONS

### ATM Transfers

You may access your Account(s) by ATM using your ATM Card or Debit Card and personal identification number ("PIN") to:

- Withdraw cash from your checking, money market or savings Account(s). You may withdraw up to \$ 200.00 per day (or previously approved exception limits if applicable).
- Make deposits to your checking, money market, or savings accounts (at certain ATMs).
- Transfer funds between your checking, money market and savings Accounts whenever you request.
- Obtain Account information on checking, money market and savings Accounts.

### Visa® Debit Card Point of Sale Transactions

You may use your Visa Debit Card to:

- Pay for purchases or pay bills directly from your checking Account or money market in person, by phone, or by computer if the merchant has agreed to accept the card.
- Withdraw cash directly from your checking or money market Account when paying for purchases in person if the merchant has agreed to accept the card (requires personal identification number).
- You may not exceed more than \$ 1,000.00 in transactions per day (or previously approved exception limits if applicable).

### Online Banking at [www.bankforward.com](http://www.bankforward.com)

You may access your Account(s) through the internet by logging in through our website at [www.bankforward.com](http://www.bankforward.com) and using your login and password to:

- Transfer funds between your checking, money market and savings Accounts whenever you request.
- Make payments from checking, money market or savings Account(s) to loan Accounts with us.
- Pay bills directly from your checking or money market Account(s) in the amounts and on the days you request. You may not exceed more than \$2,500 per day when making transfers or email payments (or previously approved exception limits if applicable).
- Obtain Account information on checking, money market, savings, loan, and certificate of deposit Accounts.
- Transfer funds between your checking, money market and savings Accounts at Bank Forward and qualified deposit accounts you may have at other financial institutions. You may not exceed more than \$2,000 per day and \$5,000 per month for Express (next-day) transfers, or \$5,000 per day and \$10,000 per month for Standard transfers (or previously approved exception limits if applicable). Express (next-day) external transfers will be assessed a fee of \$3.00 per transfer.

Payments to third parties made before 2:00 P.M. Central Time, and loan payments or internal funds transfers made before 6:00 P.M. Central Time on a business day we are open will be considered that day's business. Express (next-day) external funds transfers made before 7:00 P.M. Central time on a business day we are open will be processed on the next available business day. Standard external funds transfers made before 12:00 A.M. Central Time on a business day that we are open will be processed on the next available business day and typically will be completed within three business days.

### Mobile Banking

Bank Forward Mobile Banking may be used to access your Account(s) using a mobile phone and your Security Information to:

- Transfer funds between your checking, money market and savings Accounts whenever you request.
- Make payments from checking, money market, or savings Account(s) to loan Accounts with us.
- Pay bills directly from your checking or money market Account(s) in the amounts and on the days you request. You may not exceed more than \$2,500 per day when making transfers or email payments (or previously approved exception limits if applicable).
- Obtain Account information on checking, money market, savings, loan, and certificate of deposit Accounts.

Payments to third parties made before 2:00 P.M. Central Time and loan payments or funds transfers made before 6:00 P.M. Central Time on a business day we are open will be considered that day's business.

### 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:

- **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.
- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, money market or savings Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, money market or savings Account(s).

## FEES

Unless indicated elsewhere in this disclosure, in our Fee Schedule, or in our Online Banking Agreements, we do not charge for Electronic Fund Transfers.

## CONFIDENTIALITY

We will not disclose any information to third parties about your Accounts or the transfers you make except:

- 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 your written permission, or
- as otherwise explained in the privacy policy you were provided in connection with your Account(s).

## DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM or point-of-sale terminal. 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, you can call us at the telephone number listed in this disclosure to find out whether or not the deposit has been made.
- **Periodic Statements – Checking or Money Market Accounts.** You will get a monthly Account statement.
- **Periodic Statements – Savings Accounts.** You will get a monthly Account statement unless there are no transfers in a particular month. In any case you will get the 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's 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 you call. We will charge you for each stop-payment order you give according to our current fee schedule.

**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 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.

**Bill Payments.** Your ability to stop payments initiated using our Bill Payment service is also subject to the terms and conditions of our Bill Payment service.

## FINANCIAL INSTITUTION'S LIABILITY

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 transfer would go over the credit limit on your overdraft line.
- 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 the transfer is restricted or prohibited by law.
- 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.

## ATM 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).

## 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 to investigate your complaint or question. If we decide to do this, we will credit your Account within 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 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. 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.

#### **CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS - Visa®**

When you use your Visa Debit Card at a merchant that settles in currency other than in U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from a 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Visa USA charges us a 1% International Service Assessment fee on all international transactions, regardless of whether there is a currency conversion. The charge for the International Service Assessment is disclosed separately on your statement. An international transaction is a transaction where the country of the merchant is outside the USA.

#### **ADVISORY AGAINST ILLEGAL USE**

You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

#### **TERMINATION (Minnesota Cards Only)**

We reserve the right to amend any terms in this disclosure and to terminate your card privileges upon notice to you as may be required by applicable law upon giving written notice to you within a reasonable period of time in advance of the effective date of the amendment or termination. You may terminate your card privilege by notifying us and returning your card.

#### **TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS (Minnesota Cards Only)**

Withdrawals made at a terminal will normally be completed and charged to your Account on the business day it was completed. Transfers between Accounts will normally be completed on the same business day it was completed, if the ATM is owned by us. Transfers completed at ATMs owned by others may take longer.

#### **POINT-OF-SALE TRANSACTIONS (Minnesota Cards Only)**

Payments for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal. You cannot reverse a point-of-sale transaction.

#### **BANK FORWARD**

Website: [www.bankforward.com](http://www.bankforward.com)

#### **NORTH DAKOTA**

<b>Bowdon</b>	217 Washington Ave.	PO Box 35	Bowdon, ND 58418	PH 701.962.3375
<b>Carrington</b>	484 Main St.	PO Box 222	Carrington, ND 58421	PH 701.652.2852
<b>Cooperstown</b>	802 Burrel Ave. SW	PO Box 776	Cooperstown, ND 58425	PH 701.797.2110
<b>Fargo</b>	5650 37 <sup>th</sup> Ave S		Fargo, ND 58104	PH 701.293.9540
<b>Grand Forks South</b>	4651 S Columbia Rd		Grand Forks, ND 58201	PH 701.738.8700
<b>Hannaford</b>	390 Wheat St.	PO Box 100	Hannaford, ND 58448	PH 701.769.2121
<b>Jamestown</b>	400 2 <sup>nd</sup> Ave SW	PO Box 850	Jamestown, ND 58402	PH 701.251.2040
<b>New Rockford</b>	6 South 8 <sup>th</sup> St.		New Rockford, ND 58356	PH 701.947.2421
<b>Valley City</b>	430 W Main St	PO Box 635	Valley City, ND 58072	PH 701.845.1220
<b>Wimbledon</b>	122 3 <sup>rd</sup> Ave.	PO Box 167	Wimbledon, ND 58492	PH 701.435.2411

#### **MINNESOTA**

<b>Bemidji</b>	700 Paul Bunyan Dr. NW		Bemidji, MN 56601	PH 218.444.2393
<b>Walker</b>		PO Box 1150	Walker, MN 56484	PH 218.547.2312