

**ACCOUNT DISCLOSURES**  
Last Update: April 21, 2014

**ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This form complies with federal and Minnesota law. It applies to our electronic fund transfer (EFT) services. Electronic funds transfers are electronic transfers of money to or from your deposit account with us. This form states your and our rights and responsibilities for electronic fund transfers. In this form, the words "you" and "your" mean each and all who sign as applicants and any users of the service. The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

**PREMIER 24 HOUR ONLINE BANKING**

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions with approval:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review transactions on eligible accounts.
- Make loan payments.
- Advance funds from credit line.
- Obtain copy of statement.
- Allow export of transaction history.

**Limitations on Frequency and Amount:**

- For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

**Fees and Charges for Online Service:**

- There is no charge for banking online with us.

**Premier Mobile Banking**

Types of transactions: You may access certain account(s) you maintain with us by a mobile app or web browser using your ID and password via Premier Mobile Banking. You may use Premier Mobile Banking to perform the following services upon approval:

- Transfer funds between accounts (See limitations on preauthorized debits)
- Obtain account balance
- Review transactions
- Make loan payments
- Pay bills
- View pending transactions

**Premier Bank Text Banking**

Types of transactions: Upon approval you may receive account alerts, item payment/deposit notification, and balance information.

**Premier Mobile Remote Deposit**

Types of transactions: The Mobile Remote Deposit Service allows you to make deposits of the electronic image of a check to your accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing.

You may not deposit:

- Items payable to any person or entity other than you.
- Items drawn on a financial institution located outside the United States.
- Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent.
- Cashier's Checks.
- Money Orders.
- Tax Refund Checks.
- Traveler's Checks.

**DEBIT MASTERCARD**

**Types 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, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

**Limitations on Frequency and Amount:**

- You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.
- ATM transactions are not permitted on Health Savings Accounts and IRAs.

**Fees and Charges for ATM Transactions:**

- There is no charge for ATM withdrawals at machines owned by us.
- There is no charge for ATM deposits at machines owned by us.
- An additional fee may be assessed by the ATM owner.
- There is a Replacement Card Fee (see Account Fee Schedule).

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

**PREAUTHORIZED DEBITS**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.

**Limitations on Frequency and Amount:**

- You may make six (6) transfers from your savings or Money Market account each four (4) week or similar period. The transfers can be made by preauthorized, telephone (including data transmission), automatic transfer agreement, order or instruction. These six (6) transfers may also be made by check, draft, debit card or similar order (including POS transactions), by the depositor and payable to third parties. Transfers or withdrawals made in person, by mail or at an ATM are unlimited.

**Fees and Charges:**

- If your account is subject to per debit item fees, you may be assessed a fee for a preauthorized debit.
- We will charge for each stop-payment order for preauthorized transfers (see Account Fee Schedule).

**GOVERNMENT DIRECT DEPOSIT**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Fees and Charges:**

- We do not charge for Direct Deposits.



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**OTHER DIRECT DEPOSITS**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Fees and Charges:**

- We do not charge for Direct Deposits.

**DEBIT MASTERCARD**

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

**Limitations on Frequency and Amount:**

- You may purchase up to a maximum of \$1000.00 worth of goods and services per day, exclusive of ATM withdrawals.
- Debit card transactions not permitted on IRAs.

**Fees and Charges:**

- Transaction Fee for All International Transactions  
"When you use your MasterCard-branded debit card at a merchant that settles in currency other than U.S. dollars, the charge will be converted to U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date plus 1%. The conversion rate may differ from the rate in effect on the transaction or posting date. The 1% is applied to all international transactions regardless of whether there is a currency conversion."

**PREMIER 24 HOUR TELEPHONE BANKING**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.
- Obtain installment, mortgage, home equity and ready reserve information.
- Request printout of account history,
- Obtain bank hours.

**Limitations on Frequency and Amount:**

- There are no limits on the number or dollar amount of inquiries, transfers you may make per day.

**Fees and Charges for Audio Response Transactions:**

- Printouts of account history per page (see Account Fee Schedule).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant to use your check as a source of information to initiate an EFT from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the

Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized MasterCard Point of Sale Debit Card Transactions.** Tell us, **AT ONCE**, if you believe your MasterCard point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized MasterCard point of sale debit card transactions that take place on the MasterCard system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized MasterCard point of sale debit card transactions.

These provisions limiting your liability do not apply to MasterCard commercial cards or MasterCard Cirrus ATM transactions; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. The same consumer liability limits shall apply to network transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard International.

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

**Liability for Unauthorized Transfers.** Tell us **AT ONCE** if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN 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). If you tell us within sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00 if your card is lost of stolen and someone used your card without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after you receive the statement, you may not get back any money lost after the sixty (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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (507) 285-3700 or write us at PREMIER BANK ROCHESTER, 421 FIRST AVENUE SW, ROCHESTER, MN 55902.

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

**Documentation:**

**Periodic Statement for Checking and Savings Accounts Only.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you have and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (507) 285-3700 to find out whether or not the deposit has been made.



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**Our 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 money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM 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 transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**ERROR RESOLUTION****In Case of Errors or Questions about Your Electronic Transfers and/or Deposits:**

**In Case of Errors or Questions about Your Electronic Transfers.** Telephone us at (507) 285-3700, or write us at **PREMIER BANK ROCHESTER, 421 FIRST AVENUE SW, ROCHESTER, MN 55902** 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 sixty (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 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 questions in writing within ten (10) business days.

We will determine whether an error 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 forty-five (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 questions in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-begun transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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 a notice of error involves unauthorized use of your point of sale debit card with the MasterCard logo when it is used as a MasterCard point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

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

- Where it is necessary for completing transfers; or
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN is for security reasons. The numbers are confidential and should not be given to anyone else or listed on the card. You must keep your numbers safe. You agree not to give your ATM PIN, POS PIN, or Audio Response PIN to anyone who cannot sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when we receive the notice at our telephone number or address shown in this Agreement. We may change the terms and conditions for any EFT service. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of EFT service is governed by regulations and any future changes to those regulations.

**Enforcement.** If you or we bring a legal action to enforce this Agreement or to collect amounts owing as a result of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

**Cancellation of ATM, POS and Audio Response Services.** You agree that we may cancel this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other person on your account that we have cancelled or will cancel this Agreement. You or any other person on your account can cancel this Agreement by notifying us in writing.

Service is cancelled the first business day after we receive your written notice. Cancelling this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled.

**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: You must call us at the telephone number listed in this form, or write us at the address listed in this form, 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 you call. If you don't, your stop payment will not bind us after fourteen (14) days. We will charge you for each stop payment order you give (see Account Fee Schedule).

**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.

**Delay.** There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit at ATMs.

**Completing Transactions.** We refuse to complete a transaction:

- If you do not have enough money in your account; or
- If you would go over your credit limit; or
- If it would lower your balance to less than the required balance; or
- If it would require us to change the money that we hold for the account.

**Electronic Check Conversion.** Your check can result in an electronic transfer. This can happen in several ways: For Example: You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer. At the time you offer a



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check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign. The fee or electronic payment of a charge for a check that is returned for insufficient funds is labeled as NSF on your statement.

**Other Minnesota Disclosures.** ATM transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM. Payment for goods or services by transfer of money through an ATM does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM. We are liable for all unauthorized withdrawals at an ATM or POS unless the unauthorized withdrawal was due to the loss or theft of the card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft. The limitation on liability is effective only if the card issuer is notified of unauthorized charges contained in a bill within sixty (60) days of receipt of the bill by the person in whose name the card is issued. An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal, and from which withdrawal you receive no benefit.

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, plus court costs and reasonable attorneys' fees incurred. To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures, or systems.

**ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

**OVERDRAFT PRIVILEGE SERVICE (ODP)****A Discretionary Overdraft Service**

Premier Banks comply with applicable laws and regulations and conduct business in accordance with applicable safety and soundness standards.

A negative balance may result from:

- The payment of checks, electronic funds transfers, or other withdrawal requests;
- Debit card transactions only if you have authorized the Bank to pay overdrafts on your debit card transactions;
- Payments authorized by you;
- The return, unpaid, of items deposited by you;
- The imposition of applicable service charges; or

- The deposit of items which according to the Bank's Funds Availability Policy, are treated as not "available" or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. The Bank may pay overdrafts up to \$100 during the first six (6) months after account opening rather than automatically returning these items unpaid. After your eligible account has been open for at least six (6) months, and if you thereafter maintain your account in good standing, which includes at least:

- Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period;
- You are not in default on any loan obligation to the Bank;
- You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days; and
- Your account is not the subject of any legal or administrative order or levy,

We will consider, without obligation on our part, approving your reasonable overdrafts. This discretionary service is not a line of credit and will generally be limited to \$700 on Premier Privilege and Premier Classic Accounts, \$400 on Basic Checking Accounts, \$400 on eChecking, \$900 on Premier Elite and Premier Plus Accounts, and \$1,500 on Simplified and Small Business Checking Accounts for sole proprietorships (subject to approval). If you decide that ODP does not meet your needs you may apply for a Ready Reserve line of credit or savings overdraft sweep.

Any and all fees, including without limitation our insufficient funds/overdraft fees of \$30 per paid or returned item, and \$10 per day after 3 consecutive days overdrawn, will be included in this limit and will apply to any transaction(s) that overdraws your account by more than \$10 including, but not limited to, payments authorized by checks, ACH / electronic items, ATM / Debit Cards. The amount of insufficient funds/overdraft fees that the bank may charge is disclosed on the Account Fee Schedule.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Insufficient Funds Fees (for paid or returned items) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the drawing/presenting item creating the overdraft, all owners shall be jointly and severally liable for such overdrafts plus our Insufficient Funds fee(s).

**LIMITATIONS:**

All savings type accounts, all money market accounts, all public fund / charitable organization accounts and minor accounts are not eligible. We may limit the number of accounts eligible for Overdraft Privilege Service to one account per household and/or one account per tax payer identification number.

The Overdraft Privilege Service does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of or by the Bank. This service represents a purely discretionary courtesy or privilege that the Bank may provide to you and which may be withdrawn or withheld by us at any time without prior notice, reason or cause, including excessive or abusive use of this service. Termination of the service may result in the risk of items being returned unpaid and any fees associated with their return.

**SUBSTITUTE CHECKS AND ELECTRONIC FILES PERTAINING TO ORIGINAL CHECKS**

If you deposit a "substitute check" (as defined in Regulation CC Section 229.2(aaa)) purported substitute check or an electronic representation of a substitute check into your account, instead of an original check, you agree to reimburse us for losses, costs and expenses incurred as a result of the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

**FUNDS AVAILABILITY POLICY DISCLOSURE****YOUR ABILITY TO WITHDRAW FUNDS AT PREMIER BANK**

**ROCHESTER.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive



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your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit.

Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cutoff hours are as follows:

5:00 p.m. 421 First Ave. SW, Rochester, MN  
 5:00 p.m. 1706 Greenview Place SW, Rochester, MN  
 5:00 p.m. 3800 Highway 52 N, Rochester, MN  
 5:00 p.m. 3145 Wellner Dr. NE, Rochester, MN

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Deposits at Automated Teller Machines.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules may apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of

your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

**Premier Mobile Remote Deposit**

**Restrictions and Limitations.** You agree your deposits using the Mobile Remote Deposit Service will not exceed the limitations, and may be changed from time to time.

**Payment Limit** (Maximum single item amount a user may deposit through remote deposit capture): **\$1,000** You may request a higher maximum by emailing [mobilebanking@premierbanks.com](mailto:mobilebanking@premierbanks.com).

**Daily Limit** (Maximum cumulative amount a depositor may deposit in a single day. The cumulative total for all accounts will apply towards this limit): **\$3,000**

**Daily Limit Count** (Maximum number of deposits a depositor can make in a single business day): **3**

**Mandatory Verification Limit** (Maximum expected deposit amount that may be approved without individual review): **\$500**

**Processing Time and Availability of Funds.** We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete; you may still receive a declined deposit email if the deposit is outside our guidelines. Items submitted before 5:00 p.m. CT on a Business Day, will be deposited same Business Day. Items submitted after 5:00 p.m. CT or on a non-Business Day will be deposited next Business Day. Once items have been approved through the Mobile Remote Deposit Service, they are subject to our Funds Availability Policy as described above. Additional details regarding endorsement, retention and destruction of items can be found in the Mobile Banking Enrollment Terms and Conditions.

You may not deposit:

- Items payable to any person or entity other than you.
- Items drawn on a financial institution located outside the United States.
- Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent.
- Cashier's Checks.
- Money Orders.
- Tax Refund Checks.
- Traveler's Checks.

