

# ELECTRONIC FUNDS TRANSFER



## NOTICE OF DISCLOSURE

### Electronic Funds Transfer (EFT)

1st Source Bank (The Bank) provides various EFT services for its customers. EFT means a transfer of funds through an electronic terminal, by telephone (InfoSource®), or by Internet (Online Banking and Mobile Banking), or the conversion of a check electronically. EFTs include, but are not limited to, automated teller machine (ATM) transactions, direct deposit or withdrawal of funds, transfers by telephone or computer, and debit card transactions, including those not involving an electronic terminal at the time of the transaction. The Bank may limit the availability of these services.

This disclosure outlines the basic rights, liabilities and responsibilities stated in the Electronic Funds Transfer Act, Regulation E.

### Fees

The Bank reserves the right to deduct from your account any fees or service charges incurred for EFT services. You will not hold the Bank responsible for refusing to pay checks because of insufficient funds as a result of these fees or service charges.

For additional fee information, you may obtain a copy of the Bank's "Truth in Savings Disclosure" brochure at any 1st Source banking center.

### Resource® Card/Resource® Plus Card

The Bank, upon request and credit approval, may issue a Resource® Card/Resource® Plus card and Personal Identification Number (PIN). These may allow you to:

- obtain checking and savings account balance information
- make deposits or withdrawals from your checking and savings accounts
- transfer funds between your checking, savings and Home Equity Line of Credit accounts
- make payments
- pay for various purchases
- access our InfoSource® automated 24/7 telephone banking or Online Banking

### Terminating Card Privileges

The Bank may terminate your card privileges at any time *WITHOUT* written notice to you.

You may terminate your card privileges at any time by:

- sending the Bank written notice to:  
1st Source Bank  
Resource® Card  
P.O. Box 1602  
South Bend, IN 46634
- stopping by any 1st Source banking center and requesting card termination

### Business Days

The Bank's business days are Monday through Friday, exclusive of holidays. When and where we are open on Saturdays, Sundays or holidays, we will accept transactions for posting on the next business day.

### Limitation on Debit and ATM Card Withdrawals

Cash withdrawals from our network of 24-hour ATMs are normally limited to \$500 per day. Purchases made using your Resource® Card or Resource® Plus card are normally limited to a total of \$2,000 a day when using your Personal Identification Number (PIN) and/or signing for your purchases. See your nearest 1st Source banking center for the limits on your card.

### To Report Losses or Errors

If your Resource® Card/Resource® Plus card has been lost or stolen, or you believe an unauthorized transfer or error has occurred or may occur, please contact us *AT ONCE* by calling 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN). After regular business hours, call 800 472-3272, as soon as possible. If out of the country, call collect: 973 682-2652.

The Bank will not be responsible for any and all damages that result from or are a consequence of a machine malfunction. Promptly notify the Bank if a machine fails during your use.

### Customer Liability

Prompt action is crucial in the event of a lost or stolen Resource® Card/Resource® Plus card. If you believe an error has occurred or someone has used your card without your permission and you contact us within two (2) business days of discovery, your loss will be no more than \$50.

You may be eligible for the MasterCard® Worldwide Zero Liability Protection for unauthorized signature and PIN transactions on your consumer card if you meet certain conditions, such as reasonable care and reporting. Check with us to find out more information.

It is important to note that you *COULD LOSE* as much as \$500 if you *DO NOT* contact us within two (2) business days after discovering the loss and it appears that the Bank could have prevented the loss had you contacted us within that period. Also, if your statement shows transactions that you did not make, and you *DO NOT* contact us within 60 days after the statement is mailed to you, you *MAY NOT* be able to recover any money lost after that time if it appears that your contacting us would have prevented the loss.

An "unauthorized withdrawal" is a withdrawal that does not benefit you, by a person who does not have your actual permission. A withdrawal by a joint owner or other person with an interest in or authority to transact business on your account is not an unauthorized withdrawal.

### Right to Receive Documentation

You will get a memo receipt at the time you make any transfer greater than \$15.00 from your account using one of our Resource® Centers (ATMs) or at any CIRRUS MasterCard or NYCE terminals. You will receive a monthly checking account statement reflecting your transfers during the month. If there are preauthorized debits and/or Resource® Center (ATM) transactions posted to the savings account during the month, you will receive a monthly savings account statement. You may call us at 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN) to verify the receipt of a preauthorized credit.

You may call our InfoSource® automated 24/7 telephone banking at 574 235-2557 (St. Joseph County, IN) or 800 235-2557 to obtain information on the status of your account. When calling InfoSource®, you must enter your Resource® Card/Resource® Plus card number followed by your PIN. You may also access your account through Online Banking at 1stsource.com.

### Types of Electronic Funds Transfers

You may use your Resource® Card/Resource® Plus card to initiate the following transactions: (a) withdraw cash from your checking or savings account; (b) transfer funds between your checking, savings and Home Equity Line of Credit accounts in the amount you request; (c) deposit cash or checks in your checking or savings account; (d) obtain checking and/or savings account balance information; (e) pay for various purchases. 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: (a) pay for purchases, (b) pay bills.

**YOUR CARD IS THE PROPERTY OF THE BANK AND WE MAY TERMINATE YOUR CARD PRIVILEGES AT ANY TIME WITHOUT WRITTEN NOTICE TO YOU.**

*continued*

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Your Resource® Card/Resource® Plus card can be used at thousands of ATMs nationwide which display the MasterCard® (Cirrus/Maestro) or ACCEL® logos. When using any non-1st Source Bank ATM, there may be a fee per transaction. You will be notified of this fee prior to completing the transaction. This fee will be charged to the account you have accessed.

You may use your Resource® Card/Resource® Plus card at any MasterCard® (Cirrus/Maestro) or ACCEL® terminals to initiate the following transactions:

\* (a) cash withdrawal from your checking and/or savings account; (b) obtain checking and/or savings account balance information.

**\*Note:** Some of these services may not be available. The specific transactions you can perform depend upon the accounts you have previously designated for access by your Resource® Card/Resource® Plus card.

### Resource® Plus Card and Resource® Card Purchases

The Resource® Plus Card (Debit MasterCard®) may be used instead of a check to pay for goods or services at millions of locations worldwide. The Resource® Card may be used with your personal identification number for purchases anywhere the ACCEL® MasterCard® (Cirrus/Maestro) logo is displayed. Monthly transaction limits on your account may apply.

### Internet Gambling - (Regulation GG)

The Bank has designed its policies and procedures for identifying and blocking or otherwise preventing or prohibiting Resource® Plus card restricted transactions to comply with the requirements of the Internet gambling regulations issued by the U.S. Department of Treasury and the Board of Governors of the Federal Reserve System.

### Automated Clearing House (ACH) Transactions

All ACH transactions are governed by the applicable operating rules and procedures. Credit given by a receiving bank to its customer for payment from your account is pending until final settlement has been made or until payment is considered received under applicable law.

If the Bank does not receive final settlement or payment for a credit made to your account, the Bank will be entitled to reimbursement from you for the amount of the credit.

### Termination of Electronic Transfer

Either the Bank or you may terminate an electronic transfer service. The Bank may terminate your right to receive electronic fund transfers and your card privileges at any time by sending you notice in writing to the last address the Bank has on record for you. You may terminate electronic transfers by calling us at 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN) or by writing us at 1st Source Bank, Card Services, P.O. Box 1602, South Bend, Indiana 46634.

### Preauthorized Credits

You must specifically authorize the person, organization or government agency to deposit funds electronically to your account.

You have the right to find out whether an electronic payment has been credited to your account. You may contact the Bank at 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN); call InfoSource® at 574 235-2557 (St. Joseph County, IN) or 800 235-2557; log on to your online banking account and correspond with our Customer Service Department through our secure online service request form; or write to us at 1st Source Bank, Deposit Services, P.O. Box 1602, South Bend, Indiana 46634.

Electronic payment credit is provisional until the Bank receives final settlement or payment. If final settlement or payment is not received, the Bank is entitled to a refund of the credit. At the direction of the person or government agency which deposited the funds, the Bank may return the funds from your account without notice to you. The Bank is required by law to post any preauthorized credit to your consumer account as of the effective date of the deposit or the day the Bank receives it.

### Liability for Failure to Make Transfers

If the Bank does not complete a transfer to or from your account on time or for the correct amount, according to our agreement with you, we will be liable for your actual losses or damages, but not consequential or incidental damage. However, there are some exceptions. For instance, we will not be liable: (a) if, through no fault of ours, your account does not contain sufficient collected and available funds to make the transfer; (b) if we did not receive the proper or correct amount for the transfer from the payer or payee; (c) if the automated teller, our InfoSource® telephone service, and/or our Online Banking service were not working properly and you knew about the breakdown when you started the transfer or the breakdown occurred under circumstances beyond our control; (d) if you did not advise us of an addition, deletion, or change in the account(s) you wanted to access at the automated teller machine; (e) if circumstances beyond our control prevented the transfer.

### Right to Stop Payment and Procedures for Doing So

If you have advised us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN) or write to us at: 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634. You must call or write in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you request 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.

If your regular payments may vary in amount, the recipient of the payments will notify you ten days in advance of the amount and the date of each payment.

### In Case of Errors or Questions

In case of errors or questions about electronic transfers initiated at a 24-hour automated teller machine, please call us at 574 235-2573 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN). For transfers made by telephone through InfoSource®, please call 574 235-2000 (in St. Joseph County, IN) or 800 513-2360 (outside St. Joseph County, IN). For transfers made by computer through Online Banking, please call 574 235-2000 (in St. Joseph County) or 888 258-3150 (outside St. Joseph County). For any such transactions, including preauthorized credits or debits, you may also write to us at: 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634. If you think a transaction listed on your memo receipt or statement is wrong, or if you need more information about a transaction listed on either, please contact us at once. Remember, we must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared. When you call or write to us, please provide the following information: (a) your name and account number; (b) description of the error or the transfer you are unsure about. (Please explain as clearly as you can why you believe it is an error or why you need more information); (c) the dollar amount and date of the suspected error. If you call us to report the error, we may require that you send us your complaint or question in writing within 10 business days after we hear from you. Upon receiving that written information, we will correct any error promptly. If we need more time to complete the investigation we may take up to 45 days to investigate your question, or up to 90 days if it is a new account, point of sale or foreign transaction. We will provisionally re-credit your account within 10 business days or 20 day business days, if a new account, for the amount you think is in error. If we request but do not receive a written notification within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### Disclosure of Account Information

The Bank respects your right of privacy. We will only disclose information about your account or electronic fund transfers you make under the following circumstances: (a) where it is necessary to complete any electronic fund transfer or other transactions; (b) to verify the existence and status of your account for creditors or credit bureaus; (c) to report our experience regarding your account to financial institutions and credit reporting agencies; (d) to comply with a request from a government agency, a court order or other legal proceeding; (e) to enforce our rights; or, (f) as necessary to be used in our normal course of business; (g) Subject to your right to opt out for marketing purposes; or (h) if you give written permission.

In addition, we may disclose information about your account to an account verification service if we close your account.