

# 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" at any 1st Source banking center or at [1stsource.com/disclosures.aspx](http://1stsource.com/disclosures.aspx).

### 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

### 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 using your Resource® card or Resource Plus® card are limited to a standard daily limit of \$1,000. (Program Card ATM Daily Limits are \$300 – Culver Students, \$500 – Health Savings, \$1,500 – Private Banking.) Purchases made using your Resource® card or Resource Plus® card are limited to a separate standard daily limit of \$4,000 when using your Personal Identification Number (PIN) and/or signing for your purchases. (Program Card Daily Purchase Limits are \$1,000 – Culver, \$2,000 – Health Savings, \$7,500 – Private Banking.)

### Digital Wallet Terms and Conditions

Additional terms and conditions apply when you choose to add your Resource Plus® card to a digital wallet service. A full copy of the 1st Source Digital Wallet Terms and Conditions is available at [1stsource.com/disclosures.aspx](http://1stsource.com/disclosures.aspx) or you may request a copy at your local banking center. By adding your card to a wallet service or by clicking on "Agree" during the initial provisioning of the card into the wallet service you agree to the digital wallet service terms. If you do not agree to all of the terms, do not accept the terms. You will then not be provided use of the service.

### 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.

An "unauthorized transfer" is a transfer that does not benefit you, by a person who does not have your actual permission. If giving authorization to another person, their authority does not cease until you notify the Bank or close the card. A transfer by a joint owner or other person with authority to transact business on your account is not an unauthorized transfer.

### 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.

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.

### Right to Receive Documentation

You will receive 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 ACCEL® 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](http://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. DO NOT WRITE YOUR PERSONAL IDENTIFICATION NUMBER ON YOUR CARD. KEEP YOUR PIN SEPARATE FROM CARD.**

continued

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Your Resource<sup>®</sup> card/Resource Plus<sup>®</sup> card can be used at thousands of ATMs nationwide which display the Mastercard<sup>®</sup> (Cirrus/Maestro) or ACCEL<sup>®</sup> logos. When using any non-1st Source Bank ATM, there may be a fee per transaction from the terminal operator. 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<sup>®</sup> card/Resource Plus<sup>®</sup> card at any Mastercard<sup>®</sup> (Cirrus/Maestro) or ACCEL<sup>®</sup> 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<sup>®</sup> card/Resource Plus<sup>®</sup> card.

### Resource Plus<sup>®</sup> Card and Resource<sup>®</sup> Card Purchases

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

### Chip Card Technology

The preferred method for purchases using your Resource Plus<sup>®</sup> card is through the use of the processing chip embedded in the card. When available, you should attempt or request the transaction to be authorized using this method. The use of the processing chip for authorizations provides for a more secure transaction experience.

### Internet Gambling - (Regulation GG)

The Bank has designed its policies and procedures for identifying and blocking or otherwise preventing or prohibiting Resource Plus<sup>®</sup> 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 a 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<sup>®</sup> 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, organization 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.

### Preauthorized Debits

Preauthorized electronic fund transfers from your account may be authorized in writing and signed or similarly authenticated by you. The person that obtains the authorization shall provide a copy to you. Debit cards are automatically enrolled in the Mastercard<sup>®</sup> Automated Billing Updater (ABU) Service when updated information occurs on your new card (expiration date/card number, etc.). This service provides updates to participating

merchants who maintain your card information when a recurring payment occurs. You may opt-out of this service by completing an opt-out form.

### 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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### 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. We will charge you \$36.00 for each stop-payment order you give. 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 vary in amount, the recipient of the payments will notify you ten (10) days in advance of the amount and the date of each payment.

### In Case of Errors or Questions

In case of errors or questions regarding electronic transfers initiated by:

- 24-hour automated teller machine (ATM)
- InfoSource 24-hour Telephone Banking
- Online Banking
- Mobile Banking
- Digital Wallet Service

Call 574 235-2000 or 800 513-2360.

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 or email us at 1stsource@1stsource.com. 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. We will investigate whether an error occurred within 10 days of hearing from you, and 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). If we require the additional time, we will provisionally re-credit your account within 10 business days (20 business days, if a new account) for the amount you think is in error, so you have use of those funds during our investigation. If we request but do not receive a written question or complaint within 10 business days, we may not re-credit your account. We will notify you within three (3) business days after we finish our investigation, and 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.

### 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.