

Electronic Funds Transfer Disclosure

Electronic Fund Transfers Your Rights and Responsibilities

BlackRidgeBANK
4040 42nd St SW Suite O
Fargo, ND 58104
PHONE: 701.364.9050

Indicated below are types of Electronic Fund Transfers we are capable of handling for consumer are indicate 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.

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

- **Prearranged Transfers:**
 - Preauthorized credits – You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
 - Preauthorized payments – You may make arrangements to pay certain recurring bills from you checking and/or savings account(s)

- **Telephone Transfers:**
 - You may access your account(s) by telephone at 701.364.9050 (Fargo) or 701.751.3300 (Bismarck) using a touch tone phone, your account numbers, and verification of your account data to:
 - Transfer funds from checking to savings
 - Transfer funds from savings to checking
 - Transfer funds from Lines of Credits to checking or savings
 - Make payments from checking to loan accounts with us
 - Make payments from savings to loan accounts with us
 - Get checking account(s) information
 - Get saving account(s) information
 - Get certificate information
 - Get loan information

- **ATM Transfers:**
 - You may access your account(s) by ATM using your ATM card or Debit card and personal identification number to:
 - Get cash withdrawals from checking accounts you may withdraw no more than the card limit per day
 - Get cash withdrawals from savings accounts you may withdraw no more than the card limit per day
 - Transfer funds from savings to checking

- Transfer funds from checking to savings
 - Get checking account(s) information
 - Get savings account(s) information
 - Some of these services might not be available at all terminals
 - See additional information at the end of disclosure*

- **Point-Of-Sale Transactions:**
 - Using your card:
 - You may access your checking account, transfer** account(s) to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from the merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
 - You may not exceed more than your card limit in transactions per day
 - You can not reverse a point of sale transaction.

*** Transfer accounts may include checking accounts, savings accounts and line of credit attached to checking accounts.*

- **Computer Transfers:**
 - You may access your account(s) by computer at <http://www.blackridgebank.com> and using your account numbers, user ID and password to:
 - Transfer funds from checking to savings
 - Transfer funds from savings to checking
 - Transfer funds from loans to checking
 - Transfer funds from loans to savings
 - Make payments from checking to loan accounts with us
 - Make payment from savings to loans
 - Get checking account(s) information
 - Get savings account(s) information
 - Get certificate of deposit account information
 - Get loan account information

- **Electronic Fund Transfer 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** – You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.
- Your authorization to make these types of electronic fund transfers may be expressed in writing or implied through the posting of a sign.

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

FEES

- Except as indicated below, we do not charge for Electronic Fund Transfers.
 - There will be a \$5.00 charge to replace a lost or damaged card.
- **ATM Operator/Network 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).

DOCUMENTATION

- **Terminal Transfers** – You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
 - You may not get a receipt if the amount of the transfer is \$15.00 or less.
- **Preauthorized Credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed at the beginning of this document to find out whether or not the deposit has been made.
- In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a 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 is 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 charge \$20.00 for each stop payment.
- **Notice of varying amounts** – If these regular payments 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.

FINANCIAL INSTITUTION'S LIABILITY

- **Liability for failure to make transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement

with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on our 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 circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

- We will disclose information to third parties about your account or the transfer you make:
 - Where it is necessary for completing transfer; 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 written permission
 - As explained in the separate Privacy Disclosure

UNAUTHORIZED TRANSFERS

- **Consumer Liability** – Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.
 - Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.
 - 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 hospital stay) kept you from telling us, we will extend the time period.

- **Visa Debit Card** – Additional limits on liability for POS transactions. 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 card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

ERROR RESOLUTION NOTICE

In Case of error or questions about your electronic transfer, call or write us at the telephone number or address listed below, 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 involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 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 you have any inquiries regarding your account, please contact us at:

BLACKRIDGEBANK
4040 42ND ST SW SUITE O
FARGO, ND 58104
PHONE: 701.364.9050

Everyday is a business day, except Saturdays, Sundays, and Federal Holidays.

***ADDITIONAL INFORMATION:**

- ATMs owned by BlackRidgeBANK

The checking or savings account balances obtained at an ATM machine will only display your current account balance.

Your current checking account balance will no longer include the available portion of your attached savings accounts, overdraft protection or other attached lines of credit. However, the available portion of your attached savings accounts, overdraft protection or other attached lines of credits will continue to be available for ATM/Debit card transactions.

Withdrawing more than your current checking account balance may result in an overdraft on your account, which may access any available funds that are attached for this purpose. Accessing these funds may result in finance charges or additional fees.

- ATMs not owned by BlackRidgeBANK

The checking or savings account balances obtained at an ATM machine will only display your current account balance.

Your current checking account balance will no longer include the available portion of your attached savings accounts, overdraft protection or other attached lines of credit. However, the available portion of your attached savings accounts, overdraft protection or other attached lines of credits may continue to be available for ATM/Debit card transactions.

Withdrawing more than your current checking account balance may result in an overdraft on your account, which may access any available funds that are attached for this purpose. Accessing these funds may result in finance charges or additional fees.

- Termination

- You may terminate the electronic fund transfer agreement by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.

- ATM and One Time Point of Sale Transactions

ATM and one time Point of Sale transactions will be declined if the bank has a reasonable belief that the transaction will cause an overdraft to your account.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your personal identification number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun at ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive up facility, make sure all the card doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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