

Electronic Funds Transfers

The Electronic Funds Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. 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 AND LIMITATIONS OF TRANSFERS

The term electronic funds transfer (EFT) means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account.

The term includes, but is not limited to: Point of Sale (POS) transfers; Automated Teller Machine (ATM) Transfers; Direct Deposits or Withdrawal of funds; Transfers initiated by telephone (TEL); Transfers resulting from Enhanced ATM card transactions whether or not initiated through an electronic terminal; Internet Initiated transactions (WEB); Accounts Receivable Entries (ARC); Point of Purchase (POP); Back Office Conversion (BOC).

You may make arrangements for certain direct deposits to be accepted into your checking or savings account and to pay certain recurring bills from your checking or savings account.

Transfers from a Money Market or Savings Account to another account or to third parties by preauthorized (including telephone) or automatic transfer are limited to six per statement cycle (with no more than three by check or similar order to third parties).

You may access your account(s) by ATM using your Sutton Bank Check Card or Sutton Bank ATM Card and personal identification number (PIN) to make deposits, get cash from your account(s), transfer funds between your accounts, or make balance inquiries on your account(s). You may withdraw no more than \$200 per day at an ATM. For POS transactions, you may not exceed \$500 per day.

Notice regarding ATM Fees by Others: If 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).

You may also access your account by telephone, with the use of a personal identification number (PIN), to inquire on your accounts, make loan payments, or transfer funds between your accounts. You may access your account(s) for telephone transactions at the following number(s):

- (800) 788-8668 (24 hours per day)
- (419) 426-5601 (24 hours per day)

Except as noted above, we do not charge for direct deposits to or preauthorized transfers from any type of account.

Right to Documentation. You can get a receipt at the time you make any transfer to or from your account over \$15 using one of our automated teller machines or point-of-sale terminals. 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 below to find out whether or not the deposit has been made. You can also use the Online Banking service at www.suttonbank.com.

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.) If you are a checking account customer you will receive a monthly statement of account from us. If you are a savings account customer you will receive a monthly statement if you have electronic activity on the account. In any case, you will get a statement at least semi-annually.

Stop Payment Procedures. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. In order to do so, you must 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 \$20.00 for each stop-payment order you give.

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 in 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 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.

Disclosure of account information to third parties:

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

- When 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 written permission

UNAUTHORIZED TRANSFERS

Consumer liability. Tell us at once if you believe your card and/or code has been 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.

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 the 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 of 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 periods.

Additional limits on liability for Visa® brand Debit Cards. 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.

Contact in the event of unauthorized transfers. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, 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 send 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 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 transaction 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, 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 transaction or 20 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 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.

Sutton Bank

1 South Main St.

P.O. Box 505

Attica, OH 44807

Phone 800-422-3641

Business days:

Monday, Tuesday, Wednesday, Thursday and Friday

Federal holidays are not included