

**Benton State Bank**  
Shullsburg Community Bank  
Tennyson/Potosi Community Bank  
42 W Main PO Box 27  
Benton WI 53803  
608-759-3600/608-965-3600/608-763-3600

**Direct Deposit and Preauthorized Withdrawals  
New Information Regarding Your Account Agreement**

**ELECTRONIC FUND TRANSFER DISCLOSURE**

For purposes of this disclosure the terms "we", "us" and "our" refer to Benton State Bank. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Pulse Card or MasterMoney Card at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by Benton State Bank in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**SERVICES PROVIDED THROUGH USE OF PULSE CARD OR MASTERMONEY CARD**

If you have received an electronic fund transfer card ("Pulse Card" or "MasterMoney Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Pulse Card or MasterMoney Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Pulse Card or MasterMoney Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your Pulse Card may only be used with your PIN. Certain transactions involving your MasterMoney Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Benton State Bank immediately if your Pulse Card or MasterMoney Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Pulse Card or MasterMoney Card or to write your PIN on your Pulse Card or MasterMoney Card or on any other item kept with your Pulse Card or MasterMoney Card. We have the right to refuse a transaction on your account when your Pulse Card or MasterMoney Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Pulse Card or MasterMoney Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by Contacting the financial institution at one of the following numbers:

608-759-3600  
608-965-3600  
608-763-3600.

**PULSE CARD SERVICES**

The following services are available through use of your Pulse Card and MasterMoney Card:

You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

ATM 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.

**POINT OF SALE TRANSACTIONS**

You may use your MasterMoney Card to purchase goods and services from merchants that have arranged to accept your MasterMoney Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your MasterMoney Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for MasterMoney Card transactions is your checking account.

In addition, your MasterMoney Card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and

services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your MasterMoney Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the MasterMoney Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

#### **SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING**

You may perform the following functions through use of Telephone Banking.

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, Checking and Loans, Savings and Loans, and NOW or Money Markets and Loans.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Loans, and Certificate of Deposits.

You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

You may change your PIN via the telephone.

#### **PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

#### **SERVICES PROVIDED THROUGH USE OF INTERNET BANKING**

Benton State Bank offers its customers use of our Internet Banking service.

You may perform the following functions through Internet Banking.

You may view images of checks and deposits that have cleared your account. You may place check orders, make address and telephone number changes and receive detailed statements. You may also check your balances 24 hours a day and make transfers from one account to another for any of the accounts that you own.

#### **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 to pay bills.

#### **LIMITATIONS ON TRANSACTIONS**

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM access card is issued. Benton State Bank reserves the right to change dollar amount limits at any time upon prior notification.

Check Cashing Fees - Benton State Bank/Shullsburg Community Bank and Tennyson/Potosi Community Bank reserves the right to charge a \$15.00 check cashing fee for non-customers.

Cash Out Limitation - Benton State Bank/Shullsburg Community Bank and Tennyson/Potosi Community Bank reserves the right to limit cash out for payment of any draft to \$5,000. Any remaining balance may be paid through an official check or bank draft.

The Benton State Bank/Shullsburg Community Bank and Tennyson/Potosi Community Bank reserves the right to close any deposit account at our discretion.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

#### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify

that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Pulse Card or MasterMoney Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** 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 608-759-3600 to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:

608-759-3600

or write to:

Benton State Bank

42 W. Main St.

P.O. Box 27

Benton WI 53803

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your Pulse Card or MasterMoney Card or PIN or internet banking access code has been lost or stolen, call us at:

608-759-3600 ()

or write to:

Benton State Bank

42 W Main PO Box 27

Benton WI 53803

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **CONSUMER LIABILITY**

Tell us at once if you believe your Pulse Card or MasterMoney Card or PIN or internet banking access 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.

**FOR Pulse Card or MasterMoney Card** You will be liable for the lesser of \$50.00 or the amount of any money, property or services obtained by the Card's unauthorized use prior to the time we are notified of, or otherwise become aware of, circumstances which lead to the belief that unauthorized access to your account may be obtained. Notice is sufficient when you take such steps as may reasonably be required in the ordinary course of business to provide us with the pertinent information.

**CONSUMER LIABILITY FOR TELEPHONE BANKING AND INTERNET BANKING AND PREAUTHORIZED TRANSFERS.** If your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the periodic statement or receipt was transmitted to you, you may not receive back any of the money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit), if we can prove that we could have stopped someone from taking the money had you given us notice in time.

If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MASTERMONEY CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you notify us about an unauthorized transaction involving your MasterMoney Card, and the unauthorized transaction took place on the MasterCard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing.

Your liability for unauthorized transactions with your MasterMoney Card that involve PIN-based transactions not processed by the MasterCard® Network, including ATM transactions, are described under "Consumer Liability" above.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers,

call us at:

608-759-3600

or write to:

Benton State Bank

42 W. Main St.

P.O. Box 27

Benton WI 53803

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Benton State Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

**STOP PAYMENT NOTICE** - You as the customer are obligated to provide the bank with the proper information that exactly describes the check or EFT to be stopped. An oral stop payment is valid for 14 days, unless confirmed by you in writing within that 14 day period. A signed stop payment order shall remain in effect until the earlier of (1) the revocation of the stop payment order by the customer, or (2) the return of the debit entry, or, where a stop payment is applied to more than one debit entry the return of all such debit entries. The customer agrees to assist the bank in any and all efforts to collect on checks inadvertently paid by the bank .

### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

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 as provided by law. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Pulse Card or MasterMoney Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

There is no charge imposed for the transfer of funds via telephone banking, internet banking, or Hometown Advantage accounts. Please see our schedule of fees and charges for any charges that may be incurred by you for usage of our automatic teller machines, or from usage of your debit cards.

### **DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

## ADDITIONAL PROVISIONS

The Shullsburg Community Bank and Tennyson/Potosi Community Bank are branches of the Benton State Bank. The branches and other facilities (as may apply in the future) are in fact parts of the same insured institution and deposits held at each facility are not separately insured.

ATM Locations in WI: Zephyr Depot, Benton; Miner Depot, Shullsburg; New Horizons, Darlington; Tennyson Pump N Go, Potosi; Main St Pub & Winery, Cuba City; Potosi Brewery Foundation, Potosi; Lafayette County General Store, Belmont.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used] (or you may be charged a fee for a balance inquiry even if you do not complete a fund transfer)

Disclosures Regarding Electronic "Wholesale Credit" Transactions  
Subject to UCC Code Article 4A

Provisional Payment:  
The entry may be transmitted through the ACH

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt of Entry:  
Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

Choice of Law:

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has otherwise been specified in a separate agreement that the law of some other state shall govern.