

# Electronic Fund Transfers

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The Shelby State Bank  
242 N Michigan Ave  
Shelby, MI 49455  
(231) 861-2123  
www.shelbybank.com

## **Electronic Fund Transfers Your Rights and Responsibilities**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

## **Electronic Fund Transfers 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:

- **Preauthorized Credits.**

You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

- **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 Charge.**

You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

## **SSB iTalk Phone Banking System Transactions**

You may access your account by telephone using your Personal Identification Number PIN to:

- get balance information about your checking or savings accounts
- get withdrawal history about your checking or savings accounts
- get deposit history about your checking or savings accounts
- get transaction history about your checking or savings accounts

You may access your account for telephone transactions at the following number(s) and during the following hours:

888-327-5875, 24x7

## **ATM Card Transactions**

You may access your account(s) by ATM at Master Card, Plus, Pulse, Cirrus using your ATM card and your personal identification number (PIN) to:

- deposit funds to Deposits to your Checking and Savings accounts can be made at all Shelby State Bank ATM locations. Deposits using your Shelby State Bank ATM card cannot be made at ATMs not owned by us.
- withdraw cash from your checking or savings accounts
- transfer funds from Deposit Account to Deposit Account
- make payments from Deposit Account to Loan Account
- get balance information about your checking and savings accounts

Some of these services may not be available at all terminals.

## **Shelby State Bank Debit Card ATM Transactions**

You may access your account(s) by ATM at MasterCard, Plus, Pulse, Cirrus using your Shelby State Bank Debit Card and your personal identification number (PIN) to:

- deposit funds to Deposits to your Checking and Savings accounts can be made at all Shelby State Bank ATM locations. Deposits using your Shelby State Bank debit card cannot be made at ATMs not owned by us.
- withdraw cash from your checking or savings accounts
- get balance information about your checking and savings accounts

Some of these services may not be available at all terminals.

## **Shelby State Bank Debit Card Point-of-Sale Transactions**

You may access your checking account(s) by debit card to conduct transactions that participating merchants will accept, including:

- Grocery Store Purchases, Utility Payments, Online Purchases, etc.
- Auto Parts, Goods and Services, etc.
- get cash from a participating merchant or financial institution
- Food, gas, entertainment, etc.

## **Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## **SSB Bank Anywhere**

You may access this service by computer at [www.shelbybank.com](http://www.shelbybank.com) by using your user name, password and account number.

You may access this service to:

- make payments from your Checking to Savings.  
Pay to Person

## **SSB Bank Anywhere**

You may access your accounts for mobile banking services at [www.shelbybank.com](http://www.shelbybank.com), using your smart phone (a mobile phone having computing features such as third-party application capability, internet access, and other features as described in our technical specifications, provided separately), our mobile banking application (provided separately), your user

name and password, responses to multi-factor authentication questions, your account numbers and User Name and Password.

You may use this service to:

- get balance information about your checking or savings accounts
- get withdrawal history about your checking or savings accounts
- get transaction history about your checking or savings accounts

## **Limits and Fees**

Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

## **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).

## **Limitations on Frequency of Transfers**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Not applicable account(s):

Not applicable

## **Option To Limit Cash Withdrawals**

In addition to any dollar limitations for withdrawals that we may establish, you have the option to limit the amount of cash that can be withdrawn using your card to \$50 per day or some other amount acceptable to us.

## **Minimum Account Balance**

We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

## **Documentation**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 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 888-327-5875 to find out whether or not the deposit has been made.

**Periodic Statements.** You will get a monthly account statement from us for your Checking, Savings and Money Market Accounts account(s).

You will get a quarterly account statement from us for your Statement Savings Accounts account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

You will get a monthly account statement from us for your Statement Savings accounts receiving electronic funds transfers will receive a monthly statement for that time period. account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## **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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
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.

## **Confidentiality**

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

1. where it is necessary for completing transfers; 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

## **Regulatory Authority**

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify:

The Shelby State Bank  
242 N. Michigan Ave.  
Shelby, MI 49455

You may also notify:

## **Unauthorized Transfers**

### ***(a) 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.

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 a hospital stay) kept you from telling us, we will extend the time periods.

### ***Additional Limits on Liability for Mastercard® Cards.***

You will not be liable for any unauthorized transactions using your Mastercard card if:

1. you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and
2. upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply.

(Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.)

***(b) Contact in Event of Unauthorized Transfer.***

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in 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 in this disclosure, 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 (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 (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

**If you have inquiries regarding your account or need more information regarding our error resolution procedures, please contact us at:**

The Shelby State Bank  
Customer Service  
242 N Michigan Ave  
Shelby, MI 49455

**BUSINESS DAYS:** Monday - Friday and Saturday until noon.

Holidays are not included.

**PHONE:**

231-861-2123 (Toll Free)

1-888-327-5875

**EMAIL:**

## **Notice Of ATM/Night Deposit Facility User Precautions**

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

- 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.
- 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.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 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.
- 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.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to 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. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- 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.
- At a drive-up facility, make sure all the car 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.
- 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.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST