

## ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT

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For purposes of this disclosure the terms “we”, “us” and “our” refer to First Mutual Bank, FSB. 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 VISA® 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 First Mutual Bank, FSB 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 VISA® CARD

If you have received an electronic fund transfer card (“VISA® 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 VISA® card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your VISA® 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.

Certain transactions involving your VISA® 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 First Mutual Bank, FSB immediately if your VISA® 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 VISA® card or to write your PIN on your VISA® card or any other item kept with our VISA® card. We have the right to refuse a transaction on your account when your VISA® 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 you maintaining possession of your VISA® 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 at the ATM or by contacting 800-992-3808.

#### ATM SERVICES

The following services are available through use of your VISA® card:

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

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

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

**OTHER ATM SERVICES.** You may change your PIN at an ATM.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your VISA® card at our ATM terminals, you may access your accounts through the following network(s): ACCEL, CIRRUS, STAR, PULSE, and MONEYPASS.

**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 VISA® card to purchase goods and services from merchants that have arranged to accept your VISA® 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 VISA® 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 ATM card transactions is your checking account.

In addition, your VISA® card may be used at any merchant that accepts VISA® 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.

**First Mutual Bank, FSB  
605 Washington Blvd.  
Belpre, OH 45714**

Each time you use your VISA® 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 VISA® 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 - VISA®**

**IMPORTANT ADDITIONAL FEE NOTICE: Foreign Transaction Fees:** A fee of up to 1% will be imposed on all foreign transactions involving your VISA® branded debit card. This includes purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

**PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market(s), and passbook savings account(s). You may arrange for the preauthorized automatic payment of bills from your checking account(s), money market account(s), and statement savings account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING**

First Mutual Bank, FSB offers its customers use of our Online Banking Service.

Using First Mutual Bank, FSB's Online Banking you can:

- View account information
- Transfer funds between your Qualified accounts
- Schedule a recurring or future transfer between your Qualified accounts
- Make or schedule payments out of your Qualified accounts to your First Mutual Bank, FSB loan accounts
- Request a stop payment on an unpaid check
- Reorder checks
- Download to Microsoft Money®, Intuit Quicken®, Intuit QuickBooks®

Online bill pay service is available through Online Banking. The term "Qualified Accounts" means any of your First Mutual Bank, FSB checking accounts or statement savings accounts. Subject to available funds, you may transfer funds through online banking to any First Mutual Bank, FSB checking or statement savings account.

**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**

**TRANSACTION LIMITATIONS – VISA® CARD**

**CASH WITHDRAWAL LIMITATIONS** – You may withdraw up to \$500.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** – You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**OTHER LIMITATIONS**

We reserve the right to impose limitations for security purposes at any time.

Cardholder may not use their First Mutual Bank VISA® card for illegal gambling or other illegal purposes. Display of a payment card logo by an online merchant does not necessarily mean transactions are lawful in all jurisdictions in which the cardholder may be located.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulations 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 VISA® 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 a direct deposit made to your account at least once every 60 days from the same person or company:

You can call us at 833-294-4643 to find out whether or not the deposit has been made.

**First Mutual Bank, FSB  
605 Washington Blvd.  
Belpre, OH 45714**

**PASSBOOK ACCOUNTS.** If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your Passbook account. If you bring your Passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your Passbook. You will not receive a periodic statement noting these transactions on your Passbook.

**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 833-294-4643 or write to:

First Mutual Bank, FSB  
605 Washington Blvd.  
Belpre, OH 45714

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 (10) 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 VISA® card or PIN or internet banking access code has been lost or stolen, call us at: 833-294-4643 or write to:

First Mutual Bank, FSB  
605 Washington Blvd.  
Belpre, OH 45714

**Business Hours:**

Monday through Friday, 8:00 am to 4:00 pm

We are closed for business on Federal Holidays.

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 VISA® 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. If you tell us within two (2) business days after you learn of the loss or theft of your VISA® card or PIN, you can lose no more than fifty dollars (\$50) if someone used your VISA® card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your VISA® card or PIN and we can prove we could have stopped someone from using your VISA® card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or any other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any 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 applicable), 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 notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA® 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 VISA® logo.

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 outside of the U.S., to ATM transactions not sent over VISA® or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. VISA® is a registered trademark of VISA® International Service Association. For commercial accounts, zero liability protection will only apply to transactions conducted with a card issued for a commercial purpose under a "small business" program as described on [www.VISA®business.com](http://www.VISA®business.com) (information found under "Small Business", then select the "Products" tab).

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

In case of errors or questions about your electronic transfers, call us at 833-294-4643,

Or write to: First Mutual Bank, FSB  
605 Washington Blvd.  
Belpre, OH 45714

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 First Mutual Bank, FSB no later than sixty (60) days after we sent you the first statement on which the problem or error appears.

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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 (five(5) business days if involving a VISA® point-of-sale transaction processed by VISA® or twenty (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 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 (five (5) business days if involving a VISA® point-of-sale transaction processed by VISA® or twenty (20) business days if the transfer involved a new account) 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 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 documentation that we used in our investigation.

**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 VISA® 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**

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from First Mutual Bank, FSB upon request.

We reserve the right to impose a fee and change fees upon notice to you.

**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**

Your account is also governed by the terms and conditions of other applicable agreements between you and First Mutual Bank, FSB.

You agree not to reveal your PIN to any person not authorized by you to access your account.

For security reasons, all types of debit card transactions (POS PIN, Sig POS, ATM PIN, ATM Pinless, and e-commerce verified and unverified) may not be available in foreign countries. Please notify First Mutual Bank, FSB at 833-294-4643 if you plan to travel abroad. Also, please note First Mutual Bank, FSB may require the use of your PIN (personal identification number) at gas stations, convenience stores, and other merchants outside of the State of Ohio.

You may not place a stop payment on a recurring debit card transaction or any purchase transaction(s) conducted at a Point of Sale terminal with your First Mutual Bank, FSB VISA® card.