

**ELECTRONIC FUND TRANSFERS  
YOUR RIGHTS AND RESPONSIBILITIES**

**Electronic Fund Transfer Agreement and Disclosure**

This Agreement and Disclosure is made in compliance with federal law regulating electronic fund transfer (EFT) services. EFTs are electronically initiated transfers of money involving a deposit account at First Citizens National Bank. This disclosure sets forth your rights and obligations as a user of the electronic fund transfer services offered by the Bank. It is also a statement of the Bank's rights and obligations as a provider of electronic fund transfer services. Please read the following information and keep it for future reference.

**CONSUMER'S OBLIGATIONS**

Use of the FIRST CONNECTION and DEBIT CARD services requires the use of a Secret Code that enables you to gain access to these services. In addition, these Secret Codes protect you against unauthorized users of these services. Do not write your code on the DEBIT CARD (access card) or keep your code in your billfold or purse where a thief could find them. Remember that knowledge of your Secret Code by an unauthorized party welcomes the unauthorized use of these services. If you tell anyone else your Secret Code and they use these services, the Bank may not be held responsible.

If you believe your access card has been lost or stolen; that someone has gained knowledge of your Secret Code; or that an electronic fund transfer has been made without your permission using information from your check, please notify the Bank immediately. Prompt telephoning is the best way to keep possible losses to a minimum. You could lose all the money in your account plus the maximum of any available overdraft privilege if you fail to exercise your rights within the limits set forth in this disclosure.

If you tell us within two business days of learning of the theft of your access card or that someone has gained knowledge of your Secret Code, you can lose no more than \$50.00 if someone uses these services (zero dollars for MasterCard Point of Sale transactions). However, if you do not notify us within those two (2) business days and the Bank discovers we could have prevented the person from using these services without your permission if you had told us, you could lose as much as \$500.00.

MasterCard Debit Card – Additional Limits on Liability – You will not be liable for any unauthorized transactions using your MasterCard Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

Also, please notify the Bank immediately if your monthly statement shows transfers you did not make. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not be able to recover any losses which occurred after this notification period. This would prove true in an instance where the Bank might determine that we could have stopped someone from taking the money had you informed us in time.

If a good reason (such as a long trip or hospital stay) prevents you from notifying us, we will extend the time period accordingly.

**TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED**

If you believe your access card has been lost or stolen; that someone has gained knowledge of your Secret Code; or if you believe a transfer has been made using information from your check without your permission, call:

(731) 285-4410

1-800-321-3176

or write

First Citizens National Bank  
Customer Service Department

P.O. Box 370

Dyersburg, TN 38025-0370

**FIRST CITIZENS' BUSINESS DAYS**

Some of your rights and obligations under Federal Law are based on actions taken within a specified number of business days. Our business days are Monday through Friday. Holidays are not included.

**TYPES OF AVAILABLE TRANSFERS**

THE DEBIT CARD handles these banking services at First Citizens ATM locations:

1. Cash withdrawals from checking and savings.
2. Cash advance withdrawals.
3. Deposits to checking and savings. \*
4. Transfers from savings to checking.
5. Transfers from checking to savings.
6. Payments deducted from checking or savings to pay your First Citizens Installment Loan or Commercial Loan payments. \*
7. Payments enclosed, either cash or check, to your First Citizens Installment Loan or Commercial Loan payments. \*
8. Balance inquiries on checking and savings accounts.

**\*Not available at all ATM locations**

At ATM/Point of Sale locations displaying the NYCE logo, these banking services are available with your access card: (Options may vary depending on the ATM)

1. Cash withdrawals from checking and savings.
2. Balance inquiries on checking and savings accounts.
3. Transfers from savings to checking.
4. Transfers from checking to savings.
5. Purchase deducted from checking account at any NYCE point of sale terminal.
6. Refund credited to checking account at any NYCE point of sale terminal.

At ATM locations displaying the Cirrus, Plus, MasterCard, Visa, and American Express logos, these banking services are available with your access card: (Options may vary depending on the ATM)

1. Cash withdrawals from checking and savings.
2. Balance inquiries on checking and savings accounts.
3. Transfers from savings to checking.
4. Transfers from checking to savings.

In addition to the above transactions, your DEBIT CARD can be used to make purchases at any merchant that honors MasterCard. These purchases are automatically deducted from the checking account that your card accesses.

With FIRST CONNECTION transfer services, you may make the following account transfers:

1. Transfer of funds from checking to savings.
2. Transfer of funds from savings to checking.
3. Transfer of funds from checking to checking.
4. Transfer of funds from savings to savings.
5. Transfer of funds from checking and savings to pay your First Citizens Installment Loan or Commercial Loan payments.

ELECTRONIC CHECK TRANSACTIONS - we allow electronic check transactions to post to your checking account. 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: (1) pay for purchases, (2) pay for bills.

**ONLINE BANKING, BILL PAY AND CONSUMER MOBILE BANKING**

Online Banking, Bill Pay and Consumer Mobile Banking provide services for: account balance inquiries; FCNB account-to-account transfers; transfers to pay FCNB loans; transfers for Internet transactions; and transfers for payment of third-party bills. In addition to the services previously listed, Consumer Mobile Banking also provides Mobile Capture services through which deposits can be made to your account.

**NOTICE REGARDING ATM FEES CHARGED BY FIRST CITIZENS**

When using the DEBIT CARD at a non-First Citizens ATM, you pay a \$2.00 ATM fee per withdrawal or transfer and a \$2.00 ATM fee per balance inquiry. Student checking accounts are exempt from all ATM fees imposed by First Citizens.

## NOTICE REGARDING ATM FEES CHARGED BY OTHERS

If you use an automated teller machine that is not operated by First Citizens, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

## LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSFERS

Certain limitations have been placed on electronic fund transfers to protect both you and the Bank. These limits apply unless the balance in your account(s) is less, in which case, your account balance will serve as your daily limit. The daily limits for THE DEBIT CARD are \$1500 for point of sale transactions and \$800 for ATM withdrawal transactions. The amount available for transactions will be determined by the balance in your checking account(s) or the combined transaction type limits set by the bank, whichever is less. All limits associated with THE DEBIT CARD apply to the total of transactions conducted in a 24-hour period. There is no limit on the amount you may deposit except that some machines may only allow up to \$9,999.99 to be entered. Only \$200.00 from a day's total ATM deposits will be available for immediate withdrawal. The remainder of the deposit(s) will be available after which time they have been verified and processed and no later than required by Regulation CC. For security reasons, there are other limitations on the number of transactions or the amount of these transactions that may be allowed.

FIRST CONNECTION transfers are limited, for your security, to allow only transfers from your own associated accounts. You may transfer up to \$2,500.00 per transaction using your FIRST CONNECTION transfer service.

There are certain limitations set forth by Regulation D and our financial institution that place certain restrictions on account activity. On Regular Savings and First Time Savings Accounts, you are permitted up to 6 withdrawals and transfers per quarter in any combination. If you exceed the 6 allowed withdrawals or transfers, there will be a \$2.50 service charge for each additional withdrawal or transfer paid. You can have unlimited ATM withdrawals and transfers with THE DEBIT CARD. ATM transactions are excluded from the transaction limitations and are not subject to the service charges for exceeding those limitations. Point of sale transactions are not allowed on these accounts.

With a First Rate Account you are limited to 6 withdrawals (check) or transfers per month in any combination. These can be by check or paper draft, telephone transfers, preauthorized transfers, automatic transfers, Online Banking transfers or FIRST CONNECTION transfers in any combination, as long as you do not exceed 6. If you exceed the 6 allowed withdrawals or transfers, there will be a \$5.00 service charge for each additional withdrawal or transfer paid. You can have unlimited ATM withdrawals and transfers with THE DEBIT CARD. ATM transactions are excluded from the transaction limits mentioned above and are not subject to the service charges for exceeding those limits. Point of sale transactions with THE DEBIT CARD are not permitted.

For Regular Savings Accounts, First Time Savings Accounts and First Rate Accounts, current regulatory rules limit the number of preauthorized transfers and preauthorized transfers to a third party to 6 per month. Exceeding this limitation could result in the reclassification of your account. Examples of a third party transfer would be a preauthorized debit for payment of an insurance premium or a request for a wire transfer of funds. Examples of a preauthorized transfer would be an Online Banking transfer of funds, a FIRST CONNECTION transfer of funds, or an automated transfer of funds to cover an overdraft in a Demand Deposit Account.

## REGULATION CC: EXPEDITED FUNDS AVAILABILITY

Funds from deposits made at automated teller machines may not be available for immediate withdrawal. Please refer to our institution's rules governing funds availability for details.

## RIGHT TO DOCUMENTATION OF TRANSFERS

Receipts will generally be provided whenever you conduct ATM and point-of-sale (POS) transactions. However, federal law no longer requires receipts be provided on ATM and POS transactions for less than \$15.00.

If you have made arrangements to have direct deposits made to your account, you may call us at (731) 285-4410 or 1-800-321-3176 during regular banking hours to find out whether or not the deposit has been made.

We will send you a statement on your checking account monthly. You will receive a statement on your savings account for any month in which there is Electronic Fund Transfer activity. Should you not have any Electronic Fund Transfer activity on your savings account, your statement will be rendered on a quarterly basis.

## RIGHT TO STOP PAYMENT

If you have instructed the Bank to make regular payments out of your account, you may stop any of these payments. Here's how:

Telephone us at (731) 285-4410 or 1-800-321-3176  
or write: First Citizens National Bank  
Customer Service Department  
P.O. Box 370  
Dyersburg, TN 38025-0370

Your letter should reach us within three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within fourteen (14) days after you call. We will send you a form for that purpose. A service charge of \$35.00 per payment will be imposed each time a stop payment order is placed. 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 to you for your losses or damages.

## PREAUTHORIZED TRANSFERS

If you have made arrangements with us or someone else to automatically charge your account on a regular basis and if the payment may vary in amount, the person you are going to pay is required to notify you in writing at least (10) days in advance of the new payment amount and date of payment. You may choose instead to get this notice only when the payment varies more than a certain amount from the previous payments or falls outside certain limitations that you set. Examples of this type payment are automatic mortgage payments, insurance payments, etc., if the payment is made without the use of a paper draft.

## OBLIGATIONS OF FIRST CITIZENS NATIONAL BANK

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 are attempting to draw against deposits of checks, drafts, or other non-cash items that have not yet been collected and you have been notified of the delayed availability of these items;
3. If you are attempting to draw against funds deposited in an ATM before the amount of your deposit has been manually verified by us and credited to your account;
4. If the automated teller machine where you are making the transfer does not have enough cash;
5. If the automated teller machine was not working properly and you knew about the breakdown when you started the transfer;
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we may have taken;
7. If the funds in the account have been offset by First Citizens National Bank in payment of a delinquent loan, etc. or if the funds have been attached or otherwise proceeded against as a result of a lawsuit that someone has brought against you or against a joint depositor on your account.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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 a government agency or court orders or
4. If you give us your written permission.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (731) 285-4410 or 1-800-321-3176  
or write: First Citizens National Bank  
Customer Service Department  
P.O. Box 370  
Dyersburg, TN 38025-0370

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 your statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Please furnish us with the following information:

1. Tell us your name and account number;
2. Describe the error or transfer you are unsure about, and explain why you believe there 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 ten (10) business days.

We will determine whether an error occurred within 10 business days 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 for point of sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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.

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.

#### CARDHOLDER AGREEMENT

The DEBIT CARD issued by First Citizens National Bank allows you or other authorized users to make certain transactions at ATMs and Point-of-Sale terminals.

You will receive an Electronic Fund Transfer Agreement and Disclosure (Disclosure Statement) at the time you apply for the Card. Your use of the Card is governed by the Disclosure Statement and this Agreement.

In consideration of the issuance of the Card and all services provided by the Bank, and by the use, retention or signature of the Card or authorization of another person to use the Card, you agree to be bound by the following terms and conditions and acknowledge the separate receipt or the Disclosure Statement.

1. You shall at all times be subject to the terms of the signature cards for your Accounts and of your savings account authorization. All said terms are incorporated into this Agreement.
2. The Bank may charge your accounts for any and all purchases and funds obtained by the use of the card.
3. Credit for the deposit of currency and other items will be given only upon verification by the Bank. You also agree that any deposits of items which are not accepted by the Bank will be subject to the rules governing funds availability. Refer to the Bank's Expedited Funds Availability Policy for details.
4. The card is the property of the Bank and the Bank may, at any time, cancel or terminate your privilege to use this card without notice.
5. Upon receipt you must activate the card within 90 days. After that time if you have not activated the card, First Citizens National Bank will disable the card activation option and delete the card.
6. You agree to surrender the card upon demand by the Bank.
7. Transactions through an Automated Teller Machine or any other mechanical device ("Facility") may be limited in number and amount by pre-coded restrictions and the facility may refuse a transaction if use of the card exceeds the frequency or amount of authorized use.
8. In case of problems, you agree to notify the Bank at the phone number and/or address set forth in the Electronic Fund Transfers, Your Rights and Responsibilities section of this disclosure and to otherwise follow the procedures set out in the disclosure.
9. You agree to pay any and all collection costs which may arise as a result of the use of the card, including reasonable attorney's fees all of which amounts may, in the aggregate, be set off by the Bank as permitted by law against any bank accounts maintained by you with the Bank.
10. You agree to pay the bank any and all reasonable service and other charges which may be established by the Bank from time to time for use of the card and the Bank may charge your accounts for the amount thereof.
11. If any of this Agreement is held to be invalid, such ruling shall not affect other provisions of this Agreement which can be given effect without the invalid provision.
12. These rules are subject to amendment by the Bank at any time. This agreement and all transactions resulting from use of the card shall be governed and construed in accordance with the laws of the state in which the issuing Bank is located, and federal law where applicable. A DEBIT CARD may not be used for any illegal transaction.
13. For transactions initiated outside of the USA, MasterCard will convert the charge into a US Dollar amount and assess a Currency Conversion fee of 2% and a Cross Border Transaction fee of 2%. The Cross Border Transaction fee is assessed on all cross border transactions regardless of whether there is a currency conversion,

**Important Information Regarding your MasterCard-Branded Debit Card** – You may use your MasterCard-branded debit card on certain PIN-Debit Networks without using your PIN number. Non-MasterCard networks for which such transactions are enabled are NYCE and Cirrus. MasterCard rules and protections are not applicable on non-MasterCard transactions. However, the consumer based rules and protections provided under Regulation E do apply for such transactions. Should you have any questions concerning these rules and protections, please contact the Customer Service Department by calling toll-free 800-321-3176 or locally by calling 731-285-4410.

#### FUNDS AVAILABILITY POLICY – YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Wire transfers will be available no later than the business day following receipt. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problem involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before close of business at any of our Branch locations; or 4:00 P.M. at our Automated Teller Machines; or 5:00 P.M. for Online Banking transactions; 5:00 P.M. for Mobile Banking transactions or 8:00 P.M. for First Connection transactions and 6:00 P.M. for Commercial Capture Xpress (Merchant Remote Deposit Capture) transactions on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit or perform a transaction after these designated times or on a day we are not open, we will consider that the deposit or transaction was made on the next business day we are open.

Federal Regulations require that we disclose to our customers the maximum time funds can be delayed and the reason for the delay. However, every effort will be made by First Citizens to make your funds available to you on the first business day after the day we receive your deposit. Funds will only be delayed under certain conditions.

#### LONGER DELAYS MAY APPLY

Any international ACH transaction item (IAT) electronically presented for payment on your account is subject to compliance verification with the Office of Foreign Asset Control (OFAC) Regulations. Until verification is completed, it may be necessary to temporarily suspend processing the transaction.

Depending on the circumstances, funds may not be available until the second business day after the day of your deposit. However, in most cases, the first \$200.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time of deposit when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail the notice to you by the next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under certain conditions, such as:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000.00 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### SPECIAL RULES FOR NEW ACCOUNTS

Every effort will be made to give new customers next day availability of their funds. However, Federal Regulations allow us to apply the following rules during the first 30 days your account is open if we deem necessary:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than an U. S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available within seven business days after the day of your deposit.

#### ADDITIONAL INFORMATION OR ASSISTANCE

If you have any further questions in regard to this financial institution's policies concerning the availability of funds, please contact us and we will do our best to assist you. This information is provided as a continuing service to keep you informed as our most valuable asset (our customer).

Thank you for giving us this opportunity to be of service to you.

REVISION DATE: 01/08/2018