

Rules and Regulations Governing Electronic Services ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT Effective March 26, 2020

The following disclosures and agreement ("Disclosures and Agreement") describe your rights, protection, and liabilities as a consumer, pursuant to the Electronic Fund Transfer Act, and apply to all consumer electronic fund transfers services provided by the Central Bancshares, Inc. banking subsidiaries, except those that concern your Health Savings Account. They do not apply to electronic fund transfers for non-consumer purposes. Our obligations and liabilities are also summarized for you. These Disclosures and Agreement supplement other disclosures and agreements that you may receive where such Services affect your accounts.

Electronic Funds Transfers (EFTs) are transfers of funds initiated through an electronic terminal, such as a point of sale terminal, ATM, or computer that instruct the Bank to debit or credit one or more of your accounts. By receiving a Card or PIN issued or authorized by us, after your application for the Card or PIN is approved, or by making a deposit or requesting a transfer or withdrawal by telephone or electronically, you agree to the terms set forth herein.

Electronic fund transfers may be initiated by use of access devices such as your Central Card, ATM Card, or through Central Connection telephone banking, integrated wallets (such as ApplePay), CentralNET Consumer Online Banking ("Online Banking"), CentralNET Bill Payment ("Bill Payment") Services and CentralMOBILE ("Mobile Banking"), including Zelle®Payment Services. EFTs may also be initiated by third parties, and include transfers of funds made by direct deposit of payroll, social security or pension payments, pre-authorized transfer, ACH deposits and withdrawals, automatic debit, other recurring consumer payments, or by use of a check to initiate an electronic fund transfer ("Electronic Check Conversion"). All of the foregoing described electronic fund transfers are governed by Regulation E to the extent they involve consumer accounts, as well as any other fund transfers to or from your consumer account, including pre-authorized activity such as direct deposits and automatic payments to or from your consumer account.

"We", "us", "our", or "Bank" refers to Central Bank & Trust Co. "You", "your" or "customer" refer to each person who is a party to the Bank consumer deposit account. "Card" means any card that is designed to access a Bank consumer deposit account for the purpose of initiating an electronic fund transfer, including but not limited to an ATM Card or a Central Card (VISA Debit Card). "PIN" or "Personal Identification Number" means the personal identification number selected by you or assigned by us for your account or card or for security purposes. "EFT Services" or "Services" means any of the electronic funds transfer services offered by the Bank from time to time, including without limitation those described above. "ATM" means an automated teller machine. "ACH" means automated clearing house.

Contact information for account assistance is listed on the last page of this brochure. Please read the following terms and conditions carefully.

Regulation E - ELECTRONIC FUND TRANSFER ACT RIGHTS, LIABILITIES AND RESPONSIBILITIES

<u>CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS (excluding verified unauthorized Visa transactions, which are subject to special rules set forth below)</u>

Contact information for reporting lost or stolen cards is provided at the end of this Disclosure.

Tell us AT ONCE if you believe your Card/Personal Identification Number (PIN) 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 the balance in any other account you have linked for overdraft protection through Guaranteed Checking – Savings or Credit Card, plus your maximum Courtesy Coverage limit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your Card/PIN, you can lose no more than \$50 if someone used your Card/PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card/PIN, and we can prove we could have stopped someone from using your Card/PIN 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 or in some mutually acceptable manner made available 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. Contact information and instructions for reporting a lost or stolen card is provided at the end of this Disclosure.

Special Consumer Liability and Protection Rules for Verified Unauthorized Visa® Transactions – Visa Zero Liability Protection

If your statement shows debit transactions using your VISA Debit Card that you did not authorize ("unauthorized transactions") or if you believe your Card has been lost or stolen, tell us at once in order to prevent further misuse of your card. If we determine that the transfer was not authorized by you, from our investigation, you will not incur any loss or liability unless we reasonably determine based on substantial evidence that you have been negligent or have engaged in fraud. (*This limit on liability only applies to transactions processed through the VISA network*.)

If your account is compromised we will extend provisional credit for losses from unauthorized card use within 5 days of notification of this loss. This does not apply to ATM transactions or to transactions not processed by VISA. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed or rescinded based on such factors as negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and history. You must notify us immediately of any unauthorized transaction. The transaction at issue must be posted to your account before provisional credit may be issued. Your 5 day provisional credit applies to transactions processed on the VISA network.

Visa is a registered trademark of Visa International Service Association and used under license.

Your Liability for Unauthorized Zelle Transfers.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Client Services at 800-637-6884. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

When you give someone your password or other means to access your account through which you access Zelle, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

TRANSFER TYPES AND LIMITATIONS

- (1) Account Access You may use your Card/PIN or other means of access to:
 - a. Withdraw cash from your checking or savings accounts;
 - b. Make deposits to your checking or savings accounts;
 - c. Transfer funds between your checking and savings accounts whenever you request;
 - d. Perform balance inquiries on your accounts; and
- (2) If you have a checking account connected to your Card, you may:
 - a. Pay for purchases at places that have agreed to accept the Card/PIN; and
 - b. If your Card is a Central Bank Visa Debit Card, you may use your Card to make non-PIN purchases at any merchant where Visa is accepted.
- (3) Preauthorized payments Pay bills directly from your checking or savings accounts in the amounts and on the days you request.
- (4) CentralNET and Mobile Banking Transfers You may use CentralNET and Mobile Banking to:
 - a. Transfer funds between your checking, savings, and loan accounts whenever you request;
 - b. Perform balance inquiries on your accounts; and



- c. Transfer funds from your checking or savings accounts to third parties and to accounts at other financial institutions.
- (5) Zelle Transfers You may transfer funds from your checking account to another person.
- (6) Electronic Check Conversion You may authorize a merchant or other payee to make a one-time electronic payment from your checking accounts using information from your check to:
- Pay for purchases; and
- Pay bills.

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



LIMITATIONS ON DOLLAR AMOUNT AND FREQUENCY OF TRANSFERS

Limitations on frequency of transfers: Generally, you may make only 25 cash withdrawals from any terminal each day. You can use our point-of-sale transfer service for 50 PIN and 20 signature transactions each day.

Limitations on dollar amounts of transfers: Generally, you may make the following daily transactions using your ATM or debit Card.

- A total of \$700 in ATM withdrawals, and
- A total of \$3,500 in purchases of goods and/or services.

Daily limits for Clean Start Checking Accounts are as follows.

- A total of \$200 in ATM withdrawals, and
- A total of \$600 in purchases of goods and/or services.

Limitations on Savings Account Transfers: You may make an unlimited number of withdrawals by mail, ATM or in person, or you may make an unlimited number of payments from your savings accounts to your Central Bank loan accounts. You are limited to six of the following transactions from your savings accounts each month:

• Preauthorized or automatic withdrawals/transfers to other accounts or to third parties by use of your Card or similar payment order payable to a third person.

Limitations on use of Zelle: There are limitations on the amount and frequency you may transfer using Zelle. These limitations are assigned for your protection. For more information on your limitations, look within Zelle, contact Client Services at 1-800-637-6884, or visit your local Central Bank branch office.

Other Limitations:

There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit. (See our Funds Availability Policy for more information).

For security reasons, there may be other limits on the number and amount of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your Card may be different at terminals owned by institutions other than Central Bank.

Contact us if you plan to travel and will be using your Central Bank Visa Debit Card outside the USA.

FEES

There are no charges or fees for direct deposits to any type of account. Except as indicated elsewhere, we do not charge per transfer charges for transfers you make using our ATMs, VISA Debit Card, or Central Connection. There are no periodic fixed charges for using our ATMs, VISA Debit Card transactions, or Central Connection. Accounts with electronic banking transactions are not exempt from the standard service charges associated with the account; please see your Disclosure of Account Terms and Disclosure of Special Handling Fees for Personal Accounts.

CONFIDENTIALITY.

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

- Where 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 your written permission; or
- As a referral to an affiliate of the Bank; or
- In the investigation or prosecution of alleged fraudulent activity concerning your accounts; or
- Upon your authorization to do so. If you list the Bank as a credit reference, we will consider that as your authorization to provide account information to third parties; or
- In accordance with the Bank's Privacy Policy; or
- To VISA, its members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.



By use of your Card, you agree to the release of this information. Please see our Privacy Policy at https://www.centralbank.com/about-us/privacy-policy/ for additional information concerning our practices with respect to your personal information.

DOCUMENTATION

<u>Terminal Transfers</u>. You can get a receipt at the time you make any transfer to or from your accounts using one of our ATMs.

<u>Preauthorized Credits</u>. If you have arranged to have direct deposits made to your accounts at least once every 60 days from the same person or company, you can call us toll free at 1-800-637-6884 to find out whether or not the deposit has been made.

<u>Periodic Statements</u>. You will get a monthly checking account statement. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month, in which case, you will get a statement at least quarterly.

<u>VISA Debit Card Purchases</u>. You can get a receipt at the time you make purchases using your VISA Debit Card for use in updating your account records.

Online Banking Transfers Bill Payment, Zelle, and Mobile Banking transactions provide an online confirmation number at the time of the transaction that should be retained for your records. These transactions will be reflected in your periodic statements.

PREAUTHORIZED PAYMENTS

<u>Right to Stop Payment and Procedure for Doing So.</u> If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us toll free at 1-800-637-6884, or write us at Client Services at P.O. Box 1360, Lexington, Kentucky 40588-1360 in time for us to receive your request 3 business days or more before the next 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 your call. We will charge you for each stop-payment order you give; please see our Special Handling Fees for Personal Accounts.

<u>Liability for Failure to Stop Payment of Preauthorized Transfer</u>. 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 for your losses or damages.

<u>Notice of Varying Amounts</u>. If these regular payments vary in amount, the person you are going to pay is required by law to tell you, 10 days before each payment, when it will be made and how much it will be. We will not be liable for any loss you incur resulting from the failure of the payee to tell you of the varying amount.

BANK'S LIABILITY

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 ATM where you are making the transfer does not have enough cash.
- If the terminal/device where you are attempting to make the transfer 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.
- If you do not have sufficient available funds due to VISA Debit Card authorization holds.
- If the instructions we received in making the transaction were incorrect or incomplete.
- If the transaction cannot be made because of legal restrictions affecting your account.
- If the transaction authorization is unable to access a guaranteed checking or Courtesy Coverage product associated with the account.
- There may be other exceptions stated in our agreement with you.

ATM FEES



Notice Regarding ATM Fees by others: When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or by the automated transfer network used, and you may be charged a fee for a balance inquiry, even if you do not complete a fund transfer.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers you may:

- Telephone us at: 1-859-253-6274; or
- Write us at Card Services Department, P.O. Box 1360, Lexington, KY 40588-1360 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. In your correspondence, you must:
 - (1) Tell us your name and account number.
 - (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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

ADDITIONALTERMS REGARDING ELECTRONIC TRANSACTIONS

Automated Clearing House (ACH) Transactions

If the pre-authorized payments vary in amount, the party you are going to pay will tell you the amount and date of the payment 10 days before each payment. Credit given by the Bank to you with respect to an ACH credit entry is provisional until we receive final settlement for each entry through a Federal Reserve Bank. If the Bank does 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 (the originator of the entry) via such entry shall not be deemed to have paid you the amount of such entry. In addition, the Bank may accept on your behalf payments to your account which have been transmitted through one or more ACHs which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, unless subject to the Electronic Funds Transfer Act or other applicable federal or state law.

Refunds on Purchase

Cash refunds will not be made to you for signature purchases made with your VISA Debit Card. If a merchant who honors your VISA Debit Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit which we will apply to your account. Any claim or defense with respect to property or services purchased with your VISA Debit Card must be handled by you directly with the merchant or other business establishment which accepts the

VISA Debit Card. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

Re-presented Check Transactions and Fees



You may authorize a merchant to electronically collect a fee associated with the re-presentment of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure.

Overdrafts

If the payment of any electronic banking transaction overdraws any of your accounts, you will be notified, and you agree to make immediate payment to the Bank for the amount of any such overdraft together with accompanying service charges. Also, whenever your account is overdrawn, we have the right to return, unpaid, any checks/debits or other orders presented against your account and to assess a service charge for making such returns. If your account has Courtesy Coverage or Guaranteed Checking associated with it, the terms and conditions contained in your Agreement (or other applicable disclosure) will control with respect to overdrafts of your account regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other Card or device. NOTE: Courtesy Coverage is a non-contractual service. The Bank is not obligated to pay any item presented against non-sufficient funds.

General Provisions

All terms, rules and regulations and agreements which govern your account as set forth in our Deposit Account Rules and Regulations, as well as those included in the agreements governing the EFT Services for which you have been approved, apply to such Services. Your retention of, signature on, or use of the ATM Card, Central Card (Visa Debit Card), and your use of the other EFT Services offered by the Bank, constitutes acknowledgment of receiving these Disclosures and Agreement, and your agreement to comply with this Disclosures and Agreement as amended from time to time. This Disclosures and Agreement and your use of the Card and Services will be governed by the laws and regulations of the United States of America and the Commonwealth of Kentucky. We may amend the Disclosures and Agreement at any time. We will give you written notice at least 21 days before the amendment becomes effective if the amendment will result in increased fees, liability or stricter limitations on the transactions you may make. To the extent applicable, the Deposit Account Rules and Regulations also applies to any consumer EFTs made from or to your accounts by use of your Card or other EFT Services. This Disclosures and Agreement will control, however, in the event of any conflict between the Deposit Account Rules and Regulations and this Disclosures and Agreement.

- Advance Notice for Automatic Payments: If you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to accept such deposits or to make such payments and may, at our option, reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. Certain types of deposits, including but not limited to checks that are second endorsed or are not properly endorsed can be accepted at our ATMs. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time.
- ATM Deposits: Final credit of all transfers, deposits and payments made by you at an ATM is subject to verification by us of the actual amounts deposited and paid (including conversion rates for foreign currencies) notwithstanding the figure shown on the receipt you received at the time of deposit or payment. Funds from any deposits (cash or check) made by you at the ATM will be available to you pursuant to the terms and conditions of the Funds Availability Policy, set forth in the Deposit Account Rules and Regulations agreement. Where available, any bill payment made at an ATM shall be subject to verification of the amounts deposited for payment, and shall

not be delivered to the payee until such verification is completed, which along with the time necessary for transmittal of the payment to the merchant, may take up to 3 business days.

- Card Retention: Your card may be retained by any ATM or merchant if:
 - An incorrect PIN is entered repeatedly;
 - Your Card was reported lost or stolen;
 - Your Card was closed/deactivated for misuse;
 - All of your accounts have been closed;
 - Your Card expired or was replaced; or
 - The machine is not operating properly.
- Card Ownership; Cancellation and Revocation: Each Card issued by us remains our property, is not transferable and may be cancelled, revoked or limited by us at any time without notice. We may refuse to issue a Card to you,



or to reissue a Card to you if you have previously had one. In the event of cancellation or revocation, your Card must be surrendered to us upon demand. If you attempt to use your Card after it has been cancelled or revoked, it will be retained. For your protection, your Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

- Authorization to Make Transfers: Upon receipt of a request for authorization of a transaction that you will make with your Card, you authorize us to deduct the amount immediately from the available balance in your account.
- Limitations of Card; Card Precautions: We may, from time to time, limit the type, number and dollar amounts of any transfers made by use of a Card, notwithstanding the amount in your accounts, and terminate or suspend the operation of any or all Cards, ATMs or merchants, without notice unless otherwise required by law or regulation. No EFTs may be made and no transfer that you attempt to initiate will be completed if your Card is damaged, has expired, has been cancelled or revoked or is retained for any reason or your account has been closed. You agree to promptly notify us in the event your Card is lost or stolen, or if you suspect any unauthorized use of your Card. FOR OPTIMUM SECURITY, YOU AGREE NEVER TO WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT IN PROXIMITY TO YOUR CARD. Where you have authorized any other person to use your Card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.
- Illegal Transactions: You agree not to use your Card for any unlawful purpose, including the purchase of goods or services prohibited by applicable law.
- Personal Use Only: The Card which we have issued to you in connection with your personal checking or savings
 account, and which is subject to the terms and conditions of this Disclosures and Agreement, may be used only for
 personal purposes, and may not be used for any business transfers. If any of the accounts used with your Card
 are converted from personal to business purposes you must notify us immediately and surrender your Card.
- Additional Stop Payment Information: You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the VISA Debit Card, and we have no obligation to honor any such stop payment requested by you. A stop order may be accepted by the Bank for a check, however, if that check is converted by the merchant/payee to electronic check format, the Bank will not be held liable for any loss resulting from the payment of such check. You may call us to request a stop payment on a payment made by check through Online Banking unless that payment is payable to a government entity. However, you may not request a stop payment order on a Bill Payment where payment is sent electronically.

We may terminate or suspend any or all of the services available to you at any time and for any reason and without notice (except as may be required by the federal Electronic Fund Transfer Act). We may terminate the services to you if you engage in unauthorized transactions or if you misuse the services. The termination or cancellation of the services shall not affect your liability or obligations under this Agreement.

IMPORTANT TELEPHONE NUMBERS

TOLL FREE: 1-800-637-6884 for all locations

CLIENT SERVICES: 1-859-253-6359

CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFER OR LOST OR STOLEN CARD/PIN

How to notify us in case of lost or stolen Card/PIN, or errors or questions about your electronic transactions:

LOST OR STOLEN CARD: To report a lost or stolen Card or an unauthorized transaction, please call 1-859-253-6274, or write to: Card Services Department, P.O. Box 1360, Lexington, Kentucky 40588-1360.

LOST OR STOLEN CARD AFTER HOURS: To report a lost or stolen VISA Debit Card after our regular business hours, please call 1-800-637-6884.

UNAUTHORIZED TRANSFERS; LOST OR STOLEN PIN; OR LOST OR STOLEN USER ID/PASSWORD FOR ONLINE BANKING & BILL PAYMENT: If you believe a transfer has been made using the information from your check or Card without your permission, OR TO REPORT A LOST OR STOLEN PIN, OR LOST OR STOLEN User ID/Password for



Online Banking and Bill Payment, please call 1-859-253-6359 during regular business hours or write to Client Services at P.O. Box 1360, Lexington, Kentucky 40588-1360.

ELECTRONIC CHECK CONVERSION - FRAUD: please call Client Services 1-859-253-6359 or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.



Member FDIC



Revised: March 26, 2020