

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. In this agreement, the words “you” and “your” refer to the account owner(s) and any authorized user(s). The words “we,” “us,” and “our” refer to First Kentucky Bank.

Direct Deposits - You may make arrangements for certain direct deposits to be accepted into your Checking or Savings accounts.

Preauthorized Withdrawals - You may make arrangements to pay certain recurring bills from your Checking or Money Market accounts.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by automated teller machine (ATM) using your ATM card and personal identification number (PIN), to:

- make deposits to checking and savings account(s) with an ATM card
- get cash withdrawals from checking and savings account(s) with an ATM card - you may withdraw no more than \$500.00 per day
- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from checking to savings account(s) with an ATM card
- get information about the account balance of your checking and savings accounts with an ATM card
- make payments from your checking account to a loan account

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

There is a replacement card fee of \$5.00 per card. There is a fee of \$1.00 for each transaction at an ATM not owned by First Kentucky Bank.

Please also see Limitations on Frequency of Transfers section regarding limitations that apply to ATM transfers.

First Kentucky Express Debit Card point-of-sale (POS) transactions - You may access your Checking account(s) by debit card, to:

- purchase goods or services in person or by phone up to a maximum of \$2,500.00 per day, exclusive of ATM withdrawals
- get cash from a participating merchant or financial institution
- perform any transaction that can be made with a credit card

There is a replacement card fee of \$5.00 per card and a fee of \$2.00 to replace the card PIN.

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 bills

First Kentucky Express Telephone Banking - You may access your deposit and loan accounts using your PIN through our audio response system, to:

- transfer funds between preauthorized accounts
- get tax information on interest earned or paid on your accounts
- obtain balance information on your deposit and loan accounts
- obtain information on current transactions on your deposit and loan accounts

First Kentucky Express Internet Banking - You may access your account(s):

- electronically through the internet, to:
- review account activity and history
- transfer funds between your deposit accounts and to your loan account(s) for payments
- get information about the account balance of your deposit and loan accounts
- make bill payments from a preauthorized account

First Kentucky Express Bill Payment

Funds for all bill payments will be debited from your specified account on the day the payment is scheduled to be transmitted to the receiver. All online banking payments require sufficient time for the receiver to process the payment and credit your account. We recommend that you contact your individual payee(s) for restrictions that may apply. We are not liable for any service fees or late charges levied against you by payees you select to receive payments through the Bill Payment service.

You may not make payments to federal, state, or local tax agencies or payments of government fees or court-directed payments using the Bill Payment service.

You agree to promptly notify us at the address set forth in this disclosure if you receive notice from a payee that a payment you made using Bill Payment has not been completed or remains unpaid. We will not be liable to you for any damages (including, but not limited to actual, direct, indirect, special, or consequential damages) to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating such damages.

You are responsible for any monetary loss or penalty (e.g., non-sufficient funds fee) that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account to transact a bill payment that you have requested.

You agree to notify us in writing if you decide to discontinue the Bill Payment service.

Limitations on Frequency of Transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a Money Market Investment account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per statement cycle with no more than three by check or similar order to third parties.
- In-person withdrawals or other transfers from a Statement Savings or Approved Company Payroll account to another account or to third parties by telephone transfer are limited to five per month with no transfers by check, debit card or similar order to third parties.

CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

RIGHT TO DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.
- **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement from us.
- **Periodic Statements.** You will receive a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the 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 you call.
 - We will charge you \$25.00 for each stop payment order you give.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. (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.)
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR 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 the transfer would go over the credit limit on your overdraft line.
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 we have taken.
6. There may be other exceptions in our agreement with you.

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;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders;
4. if you give written permission; or
5. as explained in the separate Privacy Disclosure.

SAFEKEEPING OF PERSONAL IDENTIFICATION NUMBER (PIN) PASSWORD

The ATM PIN, POS PIN, or Telephone Banking PIN issued to you and your Internet Banking password are for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s) and/or password. You agree not to disclose or otherwise make your ATM PIN, POS PIN, Telephone Banking PIN, or Internet Banking password available to anyone not authorized to sign on your account(s).

UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card and/or 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 your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you can lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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 period. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, 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 if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION

Bill Payment Transactions - Contact First Kentucky Bank at (866)839-6271 or write us at First Kentucky Bank, P.O. Box 367, Mayfield, KY 42066. If the information you receive indicates an error, we must hear from you within 60 days after we sent the FIRST statement on which the problem or error occurred. Call or write us at the telephone number or address listed in this disclosure.

All Other Electronic Transfers - 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 on 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 you to send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (5 business days if the transfer involved a point-of-sale transaction or 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 re-credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction or 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 questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**FIRST KENTUCKY BANK
P.O. BOX 367
223 SOUTH SIXTH STREET
MAYFIELD, KY 42066**

with additional offices in Muhlenberg, Ohio, Marshall, Carlisle and Livingston counties.

Business Days: Monday through Friday
Holidays are not included
Phone (270) 247-1403

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST