

BUSINESS ACCOUNTS DISCLOSURE

Prime Alliance Bank
Main Office
1868 So. 500 West
Woods Cross, UT 84087
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This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

PRIME BUSINESS CHECKING

Account Fees: You are not required to keep a minimum balance in this account. You are limited to 50 checks per statement cycle, a .25 per debit item fee will be assessed after 50 items.

PRIME BUSINESS INTEREST

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account.

Account Fees: You must maintain a minimum balance of \$1,000.00 or a \$1,500.00 average balance to avoid a \$5.00 monthly service charge. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

NON PROFIT BUSINESS CHECKING

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the _____.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Account holders are limited to any "not for profit" business.

Account Fees: You must maintain a minimum balance of

\$1,000.00 or a \$1,500.00 average balance to avoid a \$5.00 monthly service charge. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

BUSINESS PARTNER CHECKING

Limitations: You must deposit \$50.00 to open this account.

Account Fees: This account earns an interest credit on the collected account balance.

Monthly Maintenance Fee is \$6.00.

Ledger Entries(Credit) .12 per deposit

Ledger Entries(Debit) .12 per check

Items Deposited:

Drawn on any Institution .035 per item

Float Charge on uncollected funds 9.50%. Collected Balance.

BUILDERS ALLIANCE CHECKING ACCOUNT

Limitations: You must deposit \$50.00 to open this account.

Account Fees: You must maintain a minimum balance of \$1000.00 to avoid a \$10.00 monthly service charge. You have unlimited check writing.

PUBLIC PARTNER CHECKING ACCOUNT

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account.

ORGANIZATION PARTNER CHECKING

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account.

IOLTA TRUST

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Interest will be compounded monthly and will be credited to the account monthly. If this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the _____.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account.

BUSINESS SAVINGS ACCOUNT

This is a standard savings account designed for all businesses.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$25.00 to open this account. No minimum balance required. You may make 3 withdrawals a month, a service charge of \$1.00 per withdrawal will be assessed after 3 withdrawals. Also, Prime Alliance Bank reserves the right to, at any time, require no less than 7 days notice in writing before any withdrawal from a savings account. Per Federal Regulation D, you may make six limited transfers or withdrawals from your account per calendar month or statement cycle, or a similar period of at least four weeks. This includes any electronic telephone requests or a preauthorized or automatic transfer (ACH) or transfers on the Internet and wire transfers. If these limits are exceeded 3 times in a rolling 12 months, the account will be changed to a transaction account.

Account Fees: You must maintain a minimum balance of \$25.00 to avoid a monthly service charge of \$1.00.

PRIME MONEY MARKET ACCOUNT

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Per Federal Regulation D, you are permitted or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) at this institution or to a third party by means of a preauthorized or

automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. There will be a service charge of \$25.00 per transfer/withdrawal in excess of six limited transfers. If these limits are exceeded 3 times in a rolling 12 months, the account will be changed to a non money market account.

Account Fees: You must maintain a minimum daily balance of \$1,000.00 to avoid a \$10.00 monthly service charge.

PRIME COMBINED MONEY MARKET

This account is to be opened in-bank with a New Accounts Representative. To qualify for this account, customer must have an active checking account with Prime Alliance Bank.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Per Federal Regulation D, you are permitted or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) at this institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. There will be a service charge of \$25.00 per transfer/withdrawal in excess of six limited transfers. If these limits are exceeded 3 times in a rolling 12 months, the account will be changed to a non money market account.

Account Fees: You must maintain a minimum balance of \$5,000.00 to avoid a \$10.00 monthly service charge.

PRIME ONLINE MONEY MARKET

This account is to be opened in-bank with a New Accounts Representative and managed online. To qualify for this account, customer must have an active checking with with Prime Alliance Bank.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a

daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Per Federal Regulation D, you are permitted or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) at this institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or ATM card, or similar order made by the depositor and payable to third parties. There will be a service charge of \$25.00 per transfer/withdrawal in excess of six limited transfers. If these limits are exceeded 3 times in a rolling 12 months, the account will be changed to a non-money market account.

Account Fees: No monthly service charge. \$5.00 fee on any in Branch transactions. Paperless statements required.

KEEP IT SIMPLE BUSINESS CHECKING

Our Keep It Simple Business Checking account rewards you, our business customer, with an account that finally makes your banking simple.

Account Fees: The Keep It Simple Business Checking account does not require a minimum average balance. This account offers unlimited check writing and can be paired with a Sweep Account. All Sweep Account fees will be waived if paired with this account. Sweep Accounts are not FDIC Insured. ACH Processing servicing fees apply.

KEEP IT SIMPLE REMOTE BUSINESS CHECKING

Our Keep It Simple Remote Business Checking account rewards you, our business customer, with an account that finally makes your banking simple. This account also includes the convenience of Remote Deposit.

Limitations: You must deposit \$50.00 to open this account.

Account Fees: The Keep It Simple Remote Business Checking account requires a minimum average balance of \$10,000.00 to avoid a \$100.00 monthly service charge. With this account, the business customer has the option of using Remote Deposit imaging with all fees waived. This account also offers unlimited check writing and can be paired with a Sweep Account. All Sweep Account fees will be waived if paired with this account. Sweep Accounts are not FDIC Insured. ACH Processing servicing fees apply.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

OTHER ACCOUNT FEES

The following fees apply to all of your accounts with us except Certificates of Deposit and Time Deposit Accounts:

Return Item Fee:	2.50
Dormant Account	
Maintenance Fee:	1.00
Overdraft Fee :	30.00 (Maximum charge - 4 items per day totaling \$120)
Garnishments, Executions, Levies:	20.00

Stop Payment Fee:	15.00
Collections Fee:	10.00
Non-Sufficient Funds Fee:	30.00 (Maximum charge - 4 items per day totaling \$120)

Account Closed Within Sixty Days of Opening Fee:	5.00 may be assessed
Overdraft Interest Fee:	18% interest to be charged on the first day after the overdraft occurs. Overdraft fees apply to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable.

MISCELLANEOUS FEES AND CHARGES

Miscellaneous Fees

ACH Processing Set Up Fee:	\$150.00
ACH Processing Monthly Fee:	\$30.00
ACH Processing Per Item Fee:	\$.10
ACH Processing Return Item Fee:	\$2.50
Research - Hourly fee:	15.00 per hour
Research -Copies of Statements:	2.50 per statement
Research -Copies of Checks:	1.00 per check
Money Orders:	2.00
Cashier Checks:	3.00
Wire Transfer Fees Incoming:	10.00
Wire Transfer Fee Outgoing:	15.00
Wire Transfer Fee Foreign - Incoming/Outgoing:	40.00
Photocopies (each):	.10
Facsimile Transmission (Per Page):	1.00
Replacement of Lost Card:	5.00
Locked Bag:	20.00
Zippered Bag:	4.50
Key Deposit for Night Drop:	5.00

FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS AT PRIME ALLIANCE BANK, INC.. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. 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 4:00 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 after 4:00 or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. 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 you make your deposit. We will also tell you 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 you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- * You deposit checks totaling more than \$5,000 on any one day.
- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * We believe a check you deposit will not be paid.
- * There is an emergency, such as failure of computer or communications 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.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open:

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 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. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Prime Alliance Bank, Inc. will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Online Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Transfer funds between eligible accounts.
- * Obtain balance information on eligible accounts.
- * Review transactions on eligible accounts.
- * Make loan payments.
- * Advance funds from credit line.
- * Online bill payment.
- * Obtain copy of statement.
- * Request to open a new account.
- * Request a loan.
- * Money ordering.
- * ACH origination.
- * Order checks.
- * **Mobile Banking**

By using your smart phone along with your assigned user ID and password, you may use the online banking service to perform the following transactions :

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review Transactions on eligible accounts.
- Make loan payments.
- Advance funds from credit line.
- Online bill payment.

Limitations on Frequency and Amount:

- * For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

Fees and Charges for Online Service:

- * There is no charge for banking online with us.

Automated Teller Machine (ATM)

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to

you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Withdraw cash from your checking account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.
- * Obtain balance information on your deposit accounts.
- * Make loan payments from your deposit accounts.

Limitations on Frequency and Amount:

- * You may make 3 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$310.00 (if there are sufficient funds in your account) per day.

Fees and Charges for ATM Transactions:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- * Any transaction performed at a Money Pass ATM incurs no transaction fees. You can locate a Money Pass ATM by going to www.moneypass.com and enter your zip code. You can also download a free "Money Pass" app to your iPhone or Android. .

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).

Pre-Authorized Transfers From Your Account

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- * Pay certain recurring bills from your checking or savings account.

Limitations on Frequency and Amount:

- * There is no limit to the dollar amount or number of pre-authorized transfers from your account unless the transfers are from your Money Market Account which follows Regulation D Reserve requirements that only allows 6 withdrawals per month or statement cycle.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.

Pre-Authorized Transfers to Your Account

If you have arranged to have pre-authorized electronic funds transfers made to your account at least once every sixty (60) days from the same person or company, you can call us at (801) 296-2200 to find out whether or not the transfer has

been made.

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- * Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Limitations on Frequency and Amount:

- * There is no limit to the amount or number of pre-authorized transfers to your account.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.

Point of Sale (POS), VISA, Check Card

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Withdraw cash from your checking account.

Limitations on Frequency and Amount:

- * You may make 3 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$310.00 (if there are sufficient funds in your account) per day.
- * You may purchase up to a maximum of \$1500.00 worth of goods and services per day, exclusive of ATM withdrawals.
- * There is a limit of 10 debit transactions allowable per day.

Fees and Charges:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- * We do not charge for any POS transactions.

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).

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation 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. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized VISA Point of Sale Debit Card Transactions. Tell us, **AT ONCE**, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transactions that take place on the VISA system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us **AT ONCE** if you believe your card, ATM PIN, POS card or PIN, or online banking 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 (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. 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 sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (801) 296-2200, or write us at Prime Alliance Bank, 1868 South 500 West, Woods Cross, UT 84087. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions. You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60)

days from the same person or company, you can call us at (801) 296-2200 to find out whether or not the deposit has been made.

Our 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:

- * If, through no fault of ours, you do not have enough money in your account to make the transfer.
- * If the money in your account is subject to legal process or other claim restricting such transfer.
- * If the transfer would go over the credit limit on your overdraft line.
- * If the ATM where you are making the transfer does not have enough cash.
- * If the terminal or system 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 transaction, despite reasonable precautions that we have taken.
- * There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (801) 296-2200, or write us at **Prime Alliance Bank, 1868 South 500 West, Woods Cross, UT 84087** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- * Tell us your name and account number (if any).
- * 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.
- * 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 ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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 documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

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

- * To complete transfers as necessary;
- * To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- * To comply with government agency or court orders; or
- * If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN or POS PIN issued to you is 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). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM and POS Services. You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- * You or any authorized user of your ATM PIN or POS card or PIN breach this or any other agreement with us;
- * We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- * We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) 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 fourteen (14) days after you call. We will charge you \$ 15.00 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 (10) 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 Transfers. If you order us to stop one of these payments three (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.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.