

# Business Account Disclosure

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance. The signature card you will sign shows ownership of the account. When you sign it, you promise to be bound by this agreement and the regulations in it. Please read this Business Account Disclosure carefully. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this document.

## GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

**AUTHORIZED SIGNATURE(S):** Only the authorized signature(s) that appear(s) on the signature card for an account will be honored by the Bank in connection with deposits, withdrawals, or the transaction of other business relating to that account. To change the signing authority, we must receive specific written notice of the change of signing authority and be given a reasonable amount of time to conform to that change.

**RESTRICTIVE LEGENDS:** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**DEPOSITS:** Deposits of any amount may be made in person, by mail, through an Automated Teller Machine, through an Electronic Funds Transfer system, or through one of the Bank's night depositories, subject to bank verification.

1. Unless the deposit is delivered in person, it is not considered received until it is actually received by the Bank from the U.S. Postal Service, or retrieved from a night depository or an Automated Teller Machine, or for a wire transfer and it is processed by the Bank. Transactions made on a day when the receiving Bank office is not open for routine business, or that are received after the close of business on a day when the receiving Bank office is open for routine business, will not be posted to the account until the next business day. For current hours, please refer to the Bank's website.

2. If you deposit cash into your account, the deposit will be available for you to withdraw as soon as the amount is verified and credited to your account.

3. If you deposit a check, bond, coupon, or other non-cash item, we have the right to receive payment for it and credit it to your account before we make the money available to you. We reserve the right to place a "hold" for the amount of the check you deposit until we have collected those funds. Normally we would place a "hold" on a check you deposit if:

- (a) your account is new and it has not yet developed enough history activity for us to know you;
- (b) you deposit a check for an unusually large amount;
- (c) your check is drawn on another bank or institution;
- (d) you make a cash back or split deposit; or
- (e) your check is issued by a person or organization whose reliability is not known to us.

You can endorse a non-cash item for deposit by hand or by using a stamp to show general endorsement for the account. In order to complete a deposit, we have the right to endorse any non-cash item for payment of money made out to any account owner.

4. If there are special fees for collecting the item(s) you deposit, you promise to pay them. If we do not receive final payment for any item we cash for you or accept for deposit to your account, we will charge your account for the amount of the item plus any fees we incur in attempting to collect the item.

5. We have the right to refuse, limit, or return your deposit.

6. The Bank is not liable for a deposit made in our night depositories until the deposit is recorded by the Bank.

7. If you have a Bank ATM or Debit Card, you can also make a deposit through an Automated Teller Machine.

These transactions are subject to the terms stated in Electronic Fund Transfers.

**WITHDRAWALS:** Withdrawals from your account can be made in several different ways.

1. You can write a check if you have a checking account.

2. You can use a withdrawal order if you have a savings account. If your savings account is evidenced by a passbook, you must present this passbook when making deposits or withdrawals. At the Bank's discretion, you may make transactions without this passbook but you should present your passbook as soon as possible for entry of these transactions by the Bank. The balance shown in your passbook, on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records. As a day-to-day practice, the Bank allows withdrawals from regular passbook and statement savings accounts at any time without prior notice. We do reserve the right, however, to demand and receive at least 7 days prior written notice that a withdrawal is going to be made. A provision of this type is required by federal law.

3. If there is a power of attorney on file for your account, the person having the power of attorney can make a withdrawal for you.

4. If you have a Bank ATM or Debit Card you can use it to withdraw or transfer money from your account at any Automated Teller Machine in the U.S., Canada or overseas wherever the Star®, Cirrus System®, or MasterCard® logo (for the Debit Card) is displayed. These transactions are subject to the terms stated in Electronic Fund Transfers.

**HOLD ON OTHER FUNDS:** If we cash a check for you that is drawn on another bank, we will 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 bank, 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.

**ACH AND WIRE TRANSFERS:** This Agreement is subject to Article 4A of the Uniform Commercial Code—Funds Transfers as adopted in the State of Illinois in which you have your account with us. If you originate a fund transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary we and every receiving or beneficiary financial institution may rely

on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**STOP PAYMENTS:** If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank in writing and this notification must be accepted by the Bank before the check is paid. Stop Payment Requests submitted within online banking or via Telebanker do not require written confirmation. A written Stop Payment Request is binding upon the Bank for only 180 calendar days unless renewed in writing. An oral Stop Payment Request is effective for only 14 days unless confirmed in writing within that period. The request can be made by phone or in writing and must include the number, date, amount, and payee of the check. Any joint owner or authorized signer can release a stop payment order previously requested on the account. If there are multiple signers on the account, we will accept a Stop Payment Request from any of the signers regardless of who signed the check. Any account signer may release the check for payment. The Stop Payment Request will become effective 24 hours after acceptance. We are not responsible for Stop Payment Requests with incorrect information. Please refer to our Product and Service Fees for the current service fee for each Stop Payment Request you give us. You have no right to stop payment on any purchase or cash withdrawal originated by use of the Debit Card. We have no obligation to honor any such Stop Payment Request by you.

**NIGHT DEPOSITORY:** All financial institutions are required to notify their depositors (pursuant to Illinois Senate Bill 137 as amended by Illinois Senate Bill 1526) of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

**SOCIAL SECURITY NUMBER:** An account may be opened with the following identification numbers: a taxpayer identification number (TIN) (or evidence of an application for one), and an identification for a non-U.S. person is one or more of the following: a TIN; a passport number and country of issuance; an alien identification card number; or a number and country of issuance of any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

**INACTIVE (DORMANT) ACCOUNTS:** Each state has laws that govern when accounts are considered abandoned, and when we're required to send a customer's funds to the state. We'll mail you a letter to notify you before we transfer funds to the state as abandoned property. Please contact a banker for more details.

**UNCLAIMED PROPERTY:** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CLOSING AN ACCOUNT:** You can close your account, provided the funds are collected, on any of the Bank's accounting days for any reason. The Bank can also close the account at any time, but, if the Bank does so, it will mail or otherwise give you a notice of that closing and a check for the remaining balance, if any.

**SERVICE FEES:** Service fees for each type of account are stated in our Business Accounts Brochure. We have the right to require that a minimum balance be maintained in your account. If that balance is not maintained, a service fee may be assessed. It is agreed that an account, whether active or dormant, shall be subject to service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such service fees.

**DEBTS WITH US:** If you owe us money (including principal, interest, costs, fees, or expenses), we have the right to transfer funds from any account with like ownership with us to pay the debt.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**GOVERNING LAW:** In addition to the regulations of the Bank, accounts are subject to all applicable state and federal laws and applicable regulations which could supersede these deposit regulations from time to time.

The bank expects any business engaged in activities considered to be of regulatory significance, as defined at the sole discretion of the bank, to adhere to all applicable local, state and federal rules and regulations associated with said business. These businesses or activities include, but are not limited to, businesses considered money service businesses, pawn brokers, precious metal dealers, businesses engaging in internet gambling, operation of non-bank owned Automated Teller Machines, etc. If you are engaged in any such businesses or activities, the bank may, from time to time, require evidence of compliance with applicable rules and/or regulations. Failure to comply with these or other compliance related requests may result in the closure of your account.

**LIABILITY:** We will be responsible and liable only for our own lack of good faith and our own failure to exercise ordinary care in handling items for collection or deposit in accordance with applicable laws. Ordinary care by us means that we will maintain reasonable Bank procedures for the handling of these items, but we shall not be liable for a clerical error, an oversight, or an honest mistake in judgement.

**DISAGREEMENTS:** The regulations contained in this disclosure are binding both on the Bank and on you. If there is a conflict between these regulations and something said by one of our representatives, these regulations will be controlling.

**CHANGE OF BANK TERMS:** We can change these terms at any time. If we do, we will attempt to notify you by posting notice at the Bank, by mailing notice to you at the address shown on our records, or providing notice on any periodic statements, manuals, or guides whether in print or electronic, or by posting the updated disclosure on the Bank's website.

**REQUEST TO HOLD MAIL:** If you have requested to discontinue receiving mailed statements, you have agreed to pick up copies of your account statements and review them regularly.

**SUBSTITUTE CHECKS AND YOUR RIGHTS:**

**A. What is a Substitute Check:** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**B. Rights regarding substitute checks.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your re-fund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**C. Making a claim for a refund.** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write or call us at the contact information located at the end of this document. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

**POWERS OF ATTORNEY:** Each person listed on a signature card, resolution or certification of authority as being authorized to make withdrawals, transfers by check or otherwise may provide similar rights to a person pursuant to a legally effective power of attorney and such person granted a power of attorney will have the access and authority of the person granting such authority provided that the power of attorney is delivered and approved by the Bank and we have not received written notice that such power has been rescinded or otherwise terminated. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**GENERAL RULES COVERING CHECKING AND INTEREST-BEARING TRANSACTION ACCOUNTS**

**STATEMENTS:** A monthly cycled statement will be sent to you summarizing the activity of your account. If you do not notify us of an unauthorized signature or alteration within a reasonable time (no later than 60 days) after the first statement has been sent on which the error appeared, you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure and you cannot assert any unauthorized signatures or alterations by the same person or persons on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. Statements may automatically be combined for accounts with the same title and mailing address.

We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 60 days of when we send or make available to you the statement and items. You must also report any other account problem within this 60-day period or lose your right to assert the problem against us.

**OVERDRAFT AND UNCOLLECTED FUNDS:** If you attempt to withdraw more money than the balance in your account, the Bank, at its option, may process the transaction which will cause an overdraft of the account. The Bank at its option may pay, but is under no obligation, to pay a check that has caused an overdraft or is drawn against uncollected funds, or it may return such checks unpaid. The payment of any overdraft does not guarantee the payment of any other overdraft. Overdraft fees will result from overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means and these fees are listed in the Product and Service Fees.

**POST-DATED CHECKS:** We are not responsible for payment of a check before its due date, even if we had knowledge that it was post-dated.

**INTEREST BEARING ACCOUNT: BY LAW WE MUST RESERVE THE RIGHT TO REQUIRE SEVEN DAYS WRITTEN NOTICE FROM YOU OF ANY INTENDED WITHDRAWAL.** If we do at any time require seven days notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

**INTEREST:** Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD. At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle.

**PROCESSING AND POSTING ORDERS:**

**A. Processing and Posting Orders**

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account.

As examples: Credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and Online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to cash withdrawals and electronic transfers.

**B. Debit Categories**

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. As an example, we may treat ATM withdrawals and debit card purchases as one category, and checks as another category, and then process and post ATM withdrawals and debit card purchases before we process and post checks. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.

**C. Transactions Made After Business Day Ends**

Some transactions that you make late in the day, after our business day has ended, are still included in the balance for your account that we use to process your transactions for that day. These transactions are listed below.

The following credit transactions increase your balance: transfers to your account from another Bank deposit account made at a Bank ATM, at a bank branch, through Online Banking or through telephone customer service. The following debit transactions reduce your balance: cash withdrawals made at a Bank ATM or at a bank branch and transfers from your account made at a Bank ATM, at a bank branch, through Online Banking or through telephone customer service.

We show these transactions as posting to your account on our next business day, even though we included them in the balance we use to process your transactions on our prior business day. This process may impact when fees apply to your account. The credits can help you avoid overdrafts, returned items and related fees the prior business day. However, the debits may cause you to incur overdrafts, returned items and related fees.

**D. Posting Order Determined at End of Day**

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

**E. High to Low Dollar Posting**

We ordinarily process and post debits and credits within each category from the highest to lowest dollar amount, regardless of the order in which they occur or we receive them. When you do not have enough available funds in your account to cover all of the items we receive that day, high-to-low posting order may result in more overdraft items and returned items and more fees than may have resulted if we had used another posting order.

**F. Overdraft Fees**

Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result.

You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transactions. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included some funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds.

**GENERAL RULES COVERING SAVINGS ACCOUNTS**

**EVIDENCE OF ACCOUNT:** A savings account may be evidenced by a passbook or written statement. If the savings account is evidenced by a statement form, a written statement will be issued at least once during each calendar quarter to report deposits, credits, withdrawals or any changes to your savings account. As to passbook accounts, all transactions shall be entered in the passbook, which shall be the evidence of such deposit. The amount shown in the balance column of the passbook is for the guidance of the depositor and is not to be taken as correct unless verified by comparison with the books of the Bank. Only one book will be issued to joint depositors. If your passbook is lost, stolen, or destroyed, you must notify the Bank at once. The Bank retains the option to require a 30 day waiting period before it permits withdrawals from the account or issues a new passbook. The Bank may require you to furnish an Indemnity Bond as a condition to any such withdrawal or new passbook. In addition, a fee to be determined by the Bank, but not in excess of \$10.00 per replacement, will be charged for each lost passbook. There may be a surcharge for repeated losses.

**WITHDRAWALS:** You can withdraw amounts from your savings account in person or by mail; in either case, a properly signed withdrawal order is required. The Bank may at any time assess charges for excessive savings account activity. Consult the Personal Account Brochure for details.

**EXCESS WITHDRAWALS:** You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be a service fee as designated in the Personal Account Brochure.

**INTEREST:** Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD. At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Accounts closed before the interest payment date will not earn accrued interest for that period.

**STATEMENTS:** We send out statements for statement savings accounts at least four times a year. Early each interest quarter, we will send you a statement that will show the last quarter's deposits, withdrawals, and interest paid to you as well as the account balance.

**INCOME TAX REPORTING:** We will send you a statement which will show the total interest earned for the year so you can include it in your income tax return. If you have earned interest totaling \$10.00 or more in one calendar year, we will send you a statement of interest earned for income tax purposes by January 31st of the following year.

We will provide, and you will complete the applicable tax form indicating your correct Social Security Number or Tax Identification Number in accordance with the U.S. IRS requirements. It is important that you keep us informed of your correct address. If your statements are returned because of an incorrect address, we will suspend further mailing until we receive authorization from you of your new address.

## FUNDS AVAILABILITY

**DETERMINING THE BUSINESS DAY YOUR DEPOSIT WAS MADE:** The length of time until your deposit is available is counted in business days from the day of your deposit. Business days are Monday through Friday, excluding federal holidays. If you make a deposit before the close of business on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we consider the deposit as being made on the next business day we are open.

Deposits made at our Night Depository before 8:00am will post on the same business day. Deposits made after 8:00am or on a non-business day will post on the next business day. Deposits made at our ATMs before 7:30pm will post on the same business day. Deposits made after 7:30pm or on a non-business day will post on the next business day. The number of days until your deposit is available varies depending on the items deposited, as follows.

**AVAILABILITY/CASH WITHDRAWAL LIMITATION:** Our policy is to make cash and electronic direct deposits available on the business day we receive the deposit. Funds from the following items are available on the first business day after the day of your deposit for cash withdrawal or to pay checks you have written:

- checks drawn on us;
- state and local government checks that are payable to you (if you use a special deposit slip available from one of our bank officers);
- cashiers, certified, and teller checks that are payable to you (if you use a special deposit slip available from one of our bank officers); and
- Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Treasury Checks and U.S. Postal Money Orders, if these items are payable to you.

Funds from all other checks not listed above will be available to pay checks you have written on the first business day after the day of deposit. The first \$100 (savings & money market accounts) or \$600 (checking accounts) from deposits containing checks not listed above will also be available for withdrawal in cash on the first business day after the day of deposit. All remaining funds will be available for cash withdrawal on the third business day after the day of the deposit.

**LONGER DELAYS MAY APPLY:** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- checks you deposited exceed \$5,000;
- we believe a check you deposited will not be paid;
- you have repeatedly overdrawn your account;
- you redeposited a check that has been returned unpaid; or
- 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**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. A new customer is defined as a customer who has not had a transactional account for at least 30 calendar days prior to the new account opening date.

1. Funds from cash and electronic direct deposits into your account will be available on the day we receive the deposit.
2. Funds from 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 (and you must use a special deposit slip). 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.
3. Funds from all other deposits will be available on the 6th business day after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS):** All ATMs that we own and operate are identified as our machines. We do not accept deposits made at ATMs that we do not own or operate. For deposits made at an ATM that we own and operate, cash is available for immediate use when deposited in an ATM that leverages envelope-less technology, otherwise cash is available the first business day after the date of deposit. Checks deposited at any ATM are available to pay for checks that you have written and the first \$100 (savings and money market accounts) or \$600 (checking accounts) is available for cash withdrawal the next business day following the day of deposit. All remaining funds will be available for cash withdrawal on the third business day following the day of deposit. Deposits of on-us checks and US Treasury checks payable to the account owner will be made available on the first business day after the business day of deposit.

## ELECTRONIC FUND TRANSFERS

**BUSINESS DAYS:** Our business days for EFT purposes are Monday through Friday, excluding federal holidays.

**TRANSFER TYPES:**

1. ATM Card or MasterCard® Debit Card: Automated Teller Machine (ATM) Transactions: If you obtain an ATM Card or MasterCard® Debit Card ("Card"), you can use your Card at any network ATM that has its logo on your Card to make the following transactions:

- Deposit cash or checks to your designated checking, money market or savings accounts at the Bank ATMs. Please see Personal Banker for a complete listing.
- Some of these services may not be available at all ATM terminals or to all customers. All withdrawals, deposits, and fund transfers are subject to the rules and agreements which govern such transactions except as specifically modified by this agreement. Through the use of the Card, you authorize us to credit or charge, as the case may be, your account with deposits, withdrawals and fund transfers initiated through the use of the ATM. All transactions initiated through the use of any ATM are subject to verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our funds availability schedule. Any withdrawal, deposit, or fund transfer made on a non-business day or after the close of business on a business day may not be processed until the next business day. In addition, you may use your MasterCard® Debit Card to make withdrawals at any MasterCard® ATM.
- Withdraw cash from your designated checking, money market or savings accounts.
- Transfer funds between your designated checking, money market or savings accounts.

2. ATM Card or MasterCard® Debit Card: Point-of-Sale Transactions (POS): You may also qualify to use your Card to access your designated checking or money market accounts for purchases or cash-back withdrawals above the purchase price. The use of a Personal Identification Number or PIN (for Debit type transactions) is required for all cash-back transactions. If you qualify, you may:

- Use your ATM Card to purchase goods or pay for services with merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card to purchase goods or pay for services with merchants who display a MasterCard® or network logo that is on your Card.
- Use your ATM Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.
- Use your MasterCard® Debit Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.

3. 24-Hour TeleBanker Telephone-Initiated Banking System: With the use of a touch-tone telephone and other key identifying information, you may:

- Transfer funds from your designated checking, money market or savings accounts.
- Transfer funds to your designated checking, money market or savings accounts.

4. Business Online Banking: You may access Business Online Banking: through the Bank's website, which is listed at the end of this document. Business Online Banking allows you to perform the following functions through your computer:

- Transfer funds electronically between accounts at the Bank, and
- Access your designated account(s) to pay most bills (Bill Pay), and
- Initiate wire transfers
- ACH Origination and Remote Deposit Services
- Mobile Banking
- Lockbox
- Positive Pay

5. 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
- Pay bills

## TRANSFER LIMITATIONS

**ATM TRANSACTIONS:** You may, on a daily basis, withdraw cash from our Automated Teller Machines in an amount which shall be established by the Bank from time to time provided you have the funds available in your designated Transaction Account. Use the Card daily only if the available balance in your account will be sufficient to pay the amount of the cash withdrawals and/or ATM transactions. For security reasons, we will establish an approval limit on the dollar amount of cash withdrawals you may make. The maximum amount may vary from customer to customer.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS (LIMITS ARE ACCOUNT BASED):** You may withdraw up to \$500 from our terminals each business day you use the Card or PIN. You may buy up to \$5000 worth of goods or services each business day you use the Card for signature based transactions. Withdrawals and point of sale transactions have a combined total limit of \$2,500 per business day provided you have the funds available in your designated Transaction account.

**POINT-OF-SALE (POS) TRANSACTIONS:** For security reasons, we will establish an approval limit on the dollar amount of purchases or cash back on sales you may take. The maximum amount may vary from customer to customer. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit. Upon request, you will be obligated to pay us the amount of any money, property or service obtained by the authorized use of the Card to the extent that we are unable to charge the amount of any such obligation to any other of your accounts with us.

**MONEY MARKET AND SAVINGS ACCOUNTS:** Per federal law, you may make no more than six preauthorized or automatic transfers, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties in any statement cycle.

**BUSINESS ONLINE BANKING:**

- Dollar Limitations: For any Bill Payment or Transfer to another Financial Institution, the dollar limit within any 24-hour period is \$50,000.00, or the available balance in my designated funding account, whichever is less.

**TELEBANKER:** Your telephone initiated transfers of funds are subject only to the available balance in your designated account.

**OVERDRAFTS:** If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to the Bank of the amount of any such overdraft, together with such service charges as we may impose. Also, whenever your account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service fee for making such returns. If your account is associated with a second account for overdraft protection, the terms and conditions contained in your overdraft protection agreement will control with respect to overdraft of your account, regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

#### **FEES**

**ATM CARD OR MASTERCARD® DEBIT CARD:** Automated Teller Machine (ATM) Transactions or Point of Sale Transactions: A service fee, as listed in the Product and Service Fees, will be assessed to any account via an ATM not owned and operated by the Bank or its affiliates. A listing of ATM locations with your Bank or its affiliates may be obtained from any Personal Banker.

MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your Debit Card purchase, or when using the Bank's or any of its affiliates owned/or operated ATMs. If you use your MasterCard® Debit Card and enter a PIN for your purchase you will be assessed the appropriate transaction fee published in the Bank's Product and Service Fees.

**24-HOUR TELEBANKER TELEPHONE-INITIATED BANKING SYSTEM:** No fees are currently in place for conducting electronic fund transfers through the telephone banking system.

**MONEY MARKET AND SAVINGS ACCOUNT FEES:** You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be an excessive withdrawal fee as designated in the Product and Service Fee Schedule.

#### **1. LIABILITY – NOTIFICATION OF UNAUTHORIZED USE**

If you furnish your Card, PIN, or Mobile Device to another person, you will be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to us that further transactions are unauthorized.

If you believe your Card or PIN or Mobile Device has been lost or stolen, you must inform the Bank immediately. You can provide this notice by calling the Bank at the phone number listed at the end of this document during normal business hours or toll-free at (800) 472-3272 after the close of business. Telephoning is the best way of keeping your possible losses down. If you tell us promptly (within two business days) after you learn of the loss or theft of your Card or PIN, you have zero liability if someone used your Card or PIN without your permission and the following condition is met:

- The Cardholder has exercised reasonable care in safeguarding such Card from risk of loss or theft.
- You must notify us within 60 days of transmittal of the periodic statement containing the first unauthorized transaction.

#### **RIGHTS TO DOCUMENTATION-PURSUANT TO SECTION 205.7(b)(6):**

**ATM and POS Transfers:** You will get a receipt at the time you make any transfer to or from your account using an ATM or a POS Terminal. You should also retain your receipts should you have any questions or errors for research.

**Periodic Statements:** You will get a monthly statement (unless there were no transfers in a savings account in a particular month). In any case, you will get a statement at least quarterly.

**Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same party (such as a company or government agency) and the third party does not tell you that the deposit has been sent, you may call us at the phone number listed at the end of this document.

**YOUR RIGHT TO STOP PAYMENT OF PRAUTHORIZED TRANSFERS:** If you have told us in advance to make regular payments out of your account to a third party, you can stop any of these payments by calling or writing us using the contact information listed at the end of this document.

We must receive your Stop Payment Request at least three business days before the payment is scheduled to be made. If you call, we will require your request to be made in writing. We must receive it within 14 business days after you call. Once we have processed your Stop Payment Request and have collected the required service fee (as listed in the Product and Service Fees), we will stop all payments, in the amount indicated by you, to the third party named in your request unless you instruct us in writing to resume making such payments.

**NOTICE OF TRANSFERS VARYING IN AMOUNT:** If these payments vary in amount, the person you are going to pay will tell you at least 10 days before each payment exactly when the payment will be made and how much it will be.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT OF PRAUTHORIZED TRANSFERS:** 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 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 and 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 available funds in your account to make the payment and/or transfer;
2. If you have money in your account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your credit limit (or the amount in your account) or your overdraft line established with us;
4. If the terms of your account limit the number of payments and transfers which may be made during a statement cycle;
5. An electronic terminal has insufficient cash to complete the transaction;
6. The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in our agreement with you and you should be familiar with them.

**CONFIDENTIALITY:** We may disclose information about your account or transactions on your account to third parties:

- where it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- in order to verify the existence and condition of your account to third parties, such as credit bureaus, merchants or other financial institutions;
- pursuant to court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when we have to close your account due to an overdraft and relay that information to the credit reporting agency);
- as explained in the separate Privacy Policy;
- if you give us written permission.

**ILLEGAL TRANSACTIONS:** You may not use your Card for any illegal transaction.

**FOREIGN EXCHANGE:** Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rate for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction reflected as a separate transaction posted to your account.

**NOTICE TO CUSTOMERS:** "In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. If any officer of our institution obtains actual knowledge that you are participating in Internet Gambling activities, your account is subject to closure."



180 N. LaSalle, Chicago, IL 60601  
773 244 7000  
bylinebank.com

TeleBanker: 866 957 7700  
Online Banking Support: 866 518 9124  
Business Online Banking Support: 866 518 9128



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# Business Product & Service Fees

Account Research	25.00 per 1/2 hour
ACH Block Annual Fee	25.00
Additional Statement	5.00
Early Account Closure Fee	25.00
(Charged for accounts closed within 6 months of opening.)	
Transfer Fee	5.00
Balance Safeguard	10.00
Account Inquiry Fee	3.00
Cashiers Check	5.00
Check Cashing	1.5%
(non-customer)	
Check Printing Fees	Vary
Coin Counting	3% over 250.00
Collection*	20.00
(incoming/outgoing)	
Copy of Item	5.00
Counter Check	1.00
Chargeback	4.50
Dormant Account Fee	7.50
Foreign Item Collection*	100.00
Legal Notice Processing Fee	150.00
Immigration Letter	10.00
On-line Banking and Bill-Pay Service	FREE
Notary Prop. Conveyance	25.00
Non Sufficient Funds (NSF) Item Paid	34.00
Non Sufficient Funds (NSF) Item Return	34.00
Daily Overdraft Fee	6.00
Personal Money Order	2.00
Excessive Withdrawal Fee	
Money Market (per item)	10.00
Savings (per item)	5.00
Safe Deposit Box Key Replacement	10.00 + cost
Safe Deposit Box Drilling	150.00
Savings Passbook Replacement	10.00
Signature Guarantee	25.00
Stop Payment Fee	25.00
ACH Stop Payment Annual Fee	25.00
Telephone Transfer	5.00

The ATM Card and MasterCard® Debit Card are subject to the following fees:

ATM or Debit Card Foreign Transaction Fee for non-US Dollar Transactions	2% of transaction**
Replace ATM/Debit Card	10.00
ATM or Debit Card - Rush Order	25.00
ATM Transactions at Affiliated ATMs	FREE
ATM POS Service Charge	1.00
ATM Transaction Fee	
Withdrawals and Balance Inquiries at non-bank affiliated ATMs	
Regional (first 3 per statement cycle are free)	2.00
Nationwide	2.00

Trustee Transfer (IRA, HSA, SEP or KEOGH) 50.00

Undeliverable Mail Fee 5.00  
Charged at the end of the statement cycle

Verification of Deposit 10.00

Incoming Wire Fee 10.00

Wire Fee 25.00

International (Intl) Wire Fee 50.00

Target Balance Fee 10.00

\*Additional fees may apply based on the paying bank.  
\*\* 2% fee will be reflected as a separate transaction posted to your account.  
All fees are effective 12/1/17 and are subject to change. Fees may reduce earnings.

# Negocio Cargos por Productos y Servicios

Saldar una cuenta/Investigación (1/2 hora min.)	25.00 por 1/2 hora
Cargo por bloqueo anual de ACH	25.00
Estado de cuenta adicional	5.00
Cargo por cierre anticipado de cuenta	25.00
(se aplica a cuentas que sean cerradas dentro de los 6 meses de apertura)	
Tarifa de transferencia	5.00
Protección de balance	10.00
Cargo por consulta de cuenta	3.00
Cheques del cajero	5.00
Cambio de cheques	1.5%
(no cliente)	
Cargos por imprimir cheques	Varía
Conteo de monedas	3% arriba de 250.00
Cobranza*	20.00
(entrante/saliente)	
Copia de un artículo	5.00
Cheque del mostrador	1.00
Cuota por devolución de cargo	4.50
Cuota de cuenta inactiva	7.50
Cobranza de artículo extranjero*	100.00
Cargo por procesar notificación legal	150.00
Carta de inmigración	10.00
Banco por internet y servicio de pago de facturas	GRATIS
Notario (transferencia de propiedad solamente)	25.00
Sobregiro (por artículo-pagado)-cuenta de cheques y mercado financiero	34.00
Sobregiro (por artículo sin fondos pagado) cuenta de cheques y mercado financiero	-
Cuota diaria por sobregiro	6.00
Giro postal personal	2.00
Cargo por retiro excesivo	
Mercado financiero (por artículo)	10.00
Ahorros (por artículo)	5.00
Garantía de firma	25.00
Cargo por paro de pago	25.00
Cargo anual por suspensión de pago ACH	25.00
Transferencia por teléfono	5.00

La Tarjeta de ATM y la Tarjeta de Débito MasterCard® están sujetos a los siguientes cargos:

Cargo por transacción extranjera de la tarjeta de ATM ó débito para transacciones de no-dólares estadounidenses	2% de la transacción**
Reemplazos de tarjetas de ATM ó débito	10.00
Reemplazos de tarjetas de ATM ó débito- orden urgente	25.00
Transacciones de ATM en máquinas afiliadas	GRATIS
Transacciones de compra con el PIN	1.00
Cargos de transacción de cajero automático (ATM) de bancos no afiliados	
Regional (las tres primeras transacciones por estado de cuenta son gratis)	2.00
Nacional	2.00
Transferencia fideicomisaria (IRA, HSA, SEP ó KEOGH)	50.00
Llave de respuesto para caja de seguridad	10.00 + Costo
Perforación de caja de seguridad	150.00
Reemplazo de la libreta de ahorros	10.00
Cuota de correo no entregable	5.00
Cobrado al final del ciclo de estado de cuenta	
Verificación de depósito	10.00
Cargo por transferencia cablegráfica recibida	10.00
Cargo por transferencia cablegráfica enviada	25.00
Cargo por transferencia cablegráfica extranjera enviada	50.00
Cargo por saldo objetivo	10.00

\*Cargos adicionales pueden aplicar basado en el banco pagadero.  
\*\* En su cuenta va haber una tarifa del 2% en cual reflejara como una transaccion separada.  
Todos los cargos son efectivos 12/1/17 y están sujetos a cambiar. Cargos pueden reducir ganancias.



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