

# Terms and agreements



*Community Owned*

*Community Staffed*

*Community Involved*

West Suburban Bank  
[www.westsuburbanbank.com](http://www.westsuburbanbank.com)

# Terms and agreements

## ***Funds Availability***

1. Deposits taken by a teller before 2:00 p.m. will be acknowledged as received on the same business day. Deposits received by an automated teller machine before 2:00 p.m. will be acknowledged on the same business day. Every day is a business day except Saturdays, Sundays, and Federal Holidays. If you make a deposit to a teller before 2:00 p.m. on a business day we are open, we consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. (or a later time as posted in our lobby), or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
2. It is our policy to make funds from your deposits available on the first business day following receipt of your deposit. Electronic direct deposits will be made available on the day we receive the deposit. At that time you may withdraw funds in cash and we will use the funds to pay checks you have written.
3. Longer delays may apply: if we believe a check you deposit will not be paid; if you deposit checks totaling more than \$5,000 on any one day; if you redeposit a check that has been returned unpaid; if you have overdrawn your account repeatedly in the past six months or if there has been an emergency such as failure of communications or computer equipment. We will notify you at the time of deposit or by mailed notice if your funds are to be delayed for any of these reasons, and will tell you when the funds will be available. We will make the funds available in accordance with federal regulations.
4. If you are a new customer, 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 or wire transfers, and the first \$5,000 of a day's total deposit of U.S. Treasury checks, cashier's, certified, money orders, traveler's, and state and local government checks will be available on the first business day following your deposit, if the checks are payable to you and the deposit is made in person to one of our employees. Funds from all other check deposits will be available within five business days following the day of your deposit.

*Summary of West Suburban Bank Funds Availability Policy For Checking Accounts.*

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**Deposits Made At Teller Windows.\***

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| Type Of Deposit     | When Funds Are Available                                | Example: If A Deposit is made On a Monday (Assuming No Holidays) Your Funds Will Be Available On: |
|---------------------|---|---|
| Cash and all Checks | On The First Business Day After The Day Of Your Deposit | Tuesday   |

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**Deposits Made At Automatic Teller Machines (ATM)\*\***

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|                           |   |         |
|---------------------------|---|---------|
| All Deposits At A WSB ATM | On The First Business Day After The Day Of Your Deposit | Tuesday |
|---------------------------|---|---------|

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\* *Deposits made after the deposit cut-off hour on a non-business day will be considered deposited to your account as of the next business day we are open.*

\*\* *Automatic Teller Machine deposits made on a non-business day after 2:00 p.m., or on a day we are not open will be considered deposited to your account as of the next business day we are open.*

## **Commercial & Personal Accounts**

### **1. This is our agreement.**

This is a legally binding contract. By signing the signature card associated with your Account(s), you have agreed that your account will be bound by these Terms and Agreements, the signature card, and applicable State and Federal Laws and Regulations. We agree to follow them also. If there is a conflict between these rules and conditions and something said by one of our employees, the rules and conditions will control the resolution of this conflict. You agree to this method of settling any differences. West Suburban Bank reserves the right to reject accounts at its sole discretion and the Bank reserves the right to close accounts at any time, at its discretion, for any or no reason.

You authorize West Suburban Bank to check your credit, business and employment history and to report information regarding your credit history to consumer reporting agencies and third parties requesting such information.

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## **2. Disputes.**

If your deposit becomes involved in any dispute, your use of it may be restricted. In the event we become involved in any dispute concerning your account or deposit, you agree to compensate and reimburse all costs, charges, and expenses, including reasonable attorney fees, incurred by us as a result of such dispute.

## **3. Indemnity.**

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your written promise to protect the Bank against any claims (an indemnity).

## **4. Our Right of Offset.**

If you ever owe the Bank money as a borrower, guarantor, or otherwise, and it becomes due, the Bank has the right under the law (called offset) to use the money from your account to pay the debt. The Bank may use the money to pay the debt even if the withdrawal results in an interest penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that the Bank may use the money in the account to satisfy any one of their individual obligations. Similarly, each partner or joint owner agrees that the Bank may use the money in their individual account to satisfy obligations in the joint account or partnership account. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings. However, the right of offset may not apply to your account if: (1) it is an IRA or a tax-deferred Keogh retirement account; (2) the debt is created by a consumer credit transaction under a credit card plan; (3) the debtor's right of withdrawal arises only in a representative capacity; (4) it is a payroll account; or (5) it is a "special" account.

If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, set off or other equitable process (including, without limitation, any Social Security, Supplemental Security Income, veterans or other federal or state benefits), you agree to waive such exemption to the extent permitted by applicable law.

## **5. Waiver.**

We may waive any of the provisions listed herein, but the waiver will apply only on that occasion; you should not rely on the Bank to continue any waived penalties.

## **6. Changes in Terms.**

We can change the terms of these rules and conditions at any time. If the change is considered adverse, we will give you written notice by mail, sent to the address in our records, at least 30 days prior to execution of the change. Any written notice the Bank gives to you is effective when it is deposited in the U.S. mail, and addressed to you at your statement mailing address. Notice to any one owner of an account is notice to all owners of that account.

### ***7. Night Depository Items.***

This financial institution has adopted a policy whereby we are not responsible for deposits made in an outside depository until the deposit is actually recorded on the books of this financial institution. Items placed in such depository will be removed once daily and credited no later than the first business day following receipt of your deposit. Additionally, West Suburban Bank will not utilize a temporary night depository. Only the permanent depository in or affixed to the building will be used.

### ***8. Processing of Items.***

You agree that the Bank is not bound by specific legends on checks. You recognize that the Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item.

We do not establish any accounts that require two (2) or more signatures on any items drawn on the Checking or Money Market Accounts. If your current account has a two (2) signature requirement, the Bank will, as a courtesy, attempt to review items over \$5,000. This is not a guarantee. Additionally, if, for example, your checks or withdrawal slips state "requires two signatures if greater than \$500," you acknowledge that any such provision is solely for your personal or internal control purposes.

You shall indemnify and hold us harmless for losses due to paying any item bearing at least one authorized signature. You agree to reimburse the Bank for any loss or expense it incurs because you issue or deposit an item containing such extra information. You agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items with a face amount below an amount specified by the Bank. You agree that the Bank will not be liable to you because an item you deposit in your account is returned after the time set by applicable law, if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. You agree that the Bank is entitled to your unqualified endorsement on any items you deposit or present.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, the Bank is not required to give next day notice of receipt of an ACH entry and will not do so. However, we will continue to notify you of receipt of payments in the periodic statements we provide to you.

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## ***9. Disclosure of Information.***

The Bank respects your right of privacy. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Please refer to our Privacy Policy for further information regarding the Bank's information practices.

## ***10. Authorized Signature.***

Your signature on the Signature Card is your authorized signature. For the payment of funds and for other purposes relating to any account you have with the Bank, the Bank is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions is not genuine. The Bank may honor any check or other item drawn against the account so long as it contains at least one authorized signature. In the event of a forgery, the Bank is not liable if a "reasonable person" could not have detected the forgery.

You authorize us to store and use signature card information in any reasonable form we deem necessary, including any digitized signature capture process. You may request us to permit the use of a facsimile signature device for the signing of checks, orders and instructions concerning your account by signing a separate authorization and indemnification agreement. You agree that you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent except as may be required by law.

Whether or not you have signed such an authorization or agreement, you agree that if you authorize, use or permit the use of a facsimile signature device in connection with your account, we may honor and charge your account for any check, order or signed instruction that bears or purports to bear the facsimile signature of you or any account signatory if it resembles any facsimile signature that you authorized, used or permitted, or if it resembles any actual signature or specimen facsimile signature that you have provided us, regardless of by whom or by what means the actual or purported facsimile signature may have been made or affixed, and even if it was made or affixed by an unauthorized person or with a counterfeit facsimile device. You agree that no facsimile signature may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement, whether or not you have been negligent. You acknowledge that the use of a facsimile device is for your own convenience and benefit, and assume full responsibility for maintaining the security of your facsimile devices and all risks of any unauthorized use of your facsimile device and any use of a counterfeit facsimile device. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed.

### ***11. Preauthorized Drafts.***

The Bank has the right to return drafts not actually signed by the customer. You agree not to give out your account information to others, and in doing so, you authorize the Bank to pay any item generated as a result.

### ***12. FDIC Insurance.***

The Bank is an FDIC insured financial institution and as such, has deposit insurance coverage in accordance with FDIC limits.

### ***13. Death or Incompetence.***

Neither a customer's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay, or collect items until the Bank knows of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

### ***14. Returned Items***

If a check or other item that we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item plus a fee as disclosed in our Service Fees List. Any interest paid on such items may be reversed by the Bank. This may include, among other circumstances, counterfeit checks, forged checks, and checks that are returned because the maker of the check had insufficient funds in the account or stopped payment on the check, or because the account had been closed. The Bank may, at our option, notify you by telephone or mail if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice of the returned item and you authorize the Bank to charge back the item to any account of which you are an owner or co-owner if it is returned unpaid again for any reason.

### ***15. Important Information About Procedures For Opening A New Account.***

To help the government fight the funding for terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### ***16. Substitute Checks/Check Imaging***

Unless we specifically permit you to do so, you may not deposit any substitute check that has not previously been handled by a bank in the U.S. collections process. This means you cannot deposit a substitute check you create, or one that is created by another person, unless we enter into an agreement with you to do so.

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You agree not to use any checks that contain a background image that interferes with our or any other bank's ability to produce a digital image of your check. If you do, you will be responsible for any losses you or another person suffers because of the inability to produce a readable digital image of your check.

If you are a depositor that creates checks that bears a statement that your customer authorized the check or bears your customer's printed or typed name (remotely created check) you agree that you are liable for losses associated with the creation and deposit of remotely created checks.

## ***17. Change of Address***

We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us in writing of a change of address at any of our offices, and we have had a reasonable opportunity to act on such notice.

## ***18. Deposits***

The Bank expressly reserves the right to refuse certain deposits, including but not limited to: checks with multiple payees or endorsements, third-party checks, checks which we believe will be uncollectible, and double endorsed government checks.

## ***19. Acceptance & Enforceability***

Usage of any account or product described herein constitutes acceptance of the conditions of these Terms and Agreements.

If there is a conflict between these Terms & Agreements and Applicable Law, despite anything in these Terms & Agreements that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

## ***Accounts Involving Transfers of Property Interests***

All accounts in more than one name will be considered to be owned as joint tenants with right of survivorship and not as tenants in common, unless otherwise indicated on account opening documents. If you have elected to open any of the following types of accounts, please be certain you understand what the effects will be. You may want to consult your attorney to be certain you understand the tax and probate consequences of this step.

### ***1. Single Ownership Account.***

If you open an account in your name, you own the funds and you are the only individual allowed to transact business on the account. If you wish to allow other signatories

as “agent or attorney-in-fact” on the account, the appropriate Bank account documents will be signed by you clearly stating this. Upon your death, the remaining funds are payable to your estate, and all “agent or attorney-in-fact” designations cease to be in effect.

### ***2. Joint Tenancy with Right of Survivorship Account.***

If the deposit has been made in the name of more than one person in joint tenancy with the right of survivorship and each person has signed a Signature Card indicating an intention to create a joint tenancy with right of survivorship account, this account will be treated as such an account. You agree that, if only one person has signed a signature card, this account is, and will be treated as, an individual account. You agree that it is your intention to create a joint tenancy with right of survivorship in this account and that if one or more of the joint tenants dies, his or her interest in this account will pass to the remaining joint tenants. We will not release the funds in the account, however, until all legal documents we require are delivered to us.

When we do accept deposits in a joint tenancy with the right of survivorship account or make payments from it, we can act on the instructions of any one of the joint tenants.

A name can be added to a joint account with the written authorization of all current owners with the exception of certain certificates of deposits. Names can be removed only by closing the existing account and opening a new account without the name to be removed. We may act upon the instructions of any one of the joint tenants on transactions involving the account.

To induce us to act hereunder, each person signing the signature card jointly and singly agrees to hold the Bank harmless and indemnified from loss, cost and damage in all respects in connection with any of the foregoing, including court costs and attorneys’ fees.

### ***3. Custodian.***

If the deposit has been made by you as a custodian for the benefit of a minor, the deposit is governed by the Illinois Uniform Transfer to Minors Act. There can be only one custodian per account.

This deposit is transferable only with our permission. In order to transfer your deposit, you will have one of our officers sign the transfer document. It must have the signature of the custodian and the name and address of the person to whom you are transferring the deposit.

You agree not to use this deposit as collateral for a loan from us or any other lender.

### ***4. POD/Trustee-Beneficiary.***

If you open an account in your name in trust for another person (the “Beneficiary”) without presenting formal trust documents, you may make deposits, withdrawals, or close the account at your discretion. After your death, Illinois

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state law will determine who may claim the funds on deposit, usually the Beneficiary. We may require certain legal documents before releasing the funds on deposit.

This deposit is transferable only with our permission. In order to transfer your deposit, you will have one of our officers sign the transfer document. It must have the signature of all trustees/owners and the name and address of the person to whom you are transferring the deposit.

You agree not to use this deposit as collateral for a loan from us or any other lender.

## **5. *Business Accounts.***

Business accounts are those established by any partnership, corporation, association, or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business, including DBA accounts. The classification and form of ownership of a business account are as designated on the Signature Card.

In a partnership account, the partners agree with each other and the Bank that any one partner whose name is indicated on the account opening documents has complete authority to bind the partnership and all other partners in all transactions involving the account.

In a corporate account, each person who signs the Signature Card represents to the Bank that the corporation is duly authorized to transact business and that each person whose name is indicated on the account opening documents is duly authorized and has complete authority to bind the corporation in all transactions involving the account.

The partnership, corporation, or other legal entity agrees to notify the Bank promptly in writing of any change in authority. The Bank also reserves the right to require a partnership, corporation, or other legal entity to give separate written notice telling the Bank who is authorized to act on its behalf. The Bank is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Bank receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

## **6. *Agency and Fiduciary Accounts.***

Any individual acting as an Agent, Guardian, Personal Representative, Trustee, Custodian, or in some other fiduciary capacity must be designated to the Bank as such on the Signature Card. It will otherwise be assumed that you own the account in an individual capacity. The Bank is authorized to follow the directions of your Agent regarding your account until it receives written notice that the agency has been terminated and has had reasonable time to act upon that notice. The Bank is not liable for the misapplication of funds from your account by your Agent. The terms of any Agency Agreement, Trust Agreement, Court Order, or other document in which the account is opened will govern the account, and the Bank has the right to review such a document.

## **Investment Savings**

### **1. Definition.**

An Investment Savings Account is an account that allows deposits and withdrawals, pays interest subject to certain conditions, and does not provide the right to draw checks or drafts against the account.

### **2. Interest.**

Interest shall accrue daily on the account. Interest accrues to the day before withdrawal and is paid monthly. If you close your account before interest is credited, you may not receive the accrued interest. If you maintain the specified minimum balance as noted on our rate disclosures your account will earn an interest rate established by the Bank, which may be changed at our discretion. There is no floor or ceiling on interest rate changes. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. You will earn no interest for the period your account balance is below the specified minimum. Interest will be credited to your account monthly and will be reflected on your statement. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. Deposits made by electronic payment into interest bearing accounts shall earn interest from the business day the funds are credited. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

### **3. Deposits.**

You can make additional deposits in any amount at any time in the form of cash, checks, or other instruments acceptable to us. Deposits may be made in person or sent to us by mail. A deposit will not be credited, however, unless and until it is received by us and entered upon our books and records. Deposits made to your account or items received by the Bank after 2:00 p.m. on a banking day, or at any time on a non-business day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. Please refer to the Funds Availability section. The Bank, or its collection agent, may send items directly or indirectly to any bank or other institution for collection or payment. You waive demand, presentment, notice of dishonor and protest for any item deposited to the account.

### **4. Withdrawals.**

You may withdraw funds at any time from the account by filling out a withdrawal form or any other form furnished or approved by the Bank. Subject to the provisions hereof, any notice of withdrawal may be given by mail, messenger, standing order, or by appearance in person at the offices or premises of the Bank. The Bank may act upon the direction of any of the Depositors, if there is more than one, and may act on instructions of anyone identifying himself as the Depositor (or one of the Depositors). Subject to the provisions hereof, payments may be made by check or in

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cash to the Depositor (or one of the Depositors), by draft or electronic transfer to a third party or by transfer to any other account of the Depositor. Excess withdrawals per calendar month are charged according to the Service Fee List. When an account is closed within ninety days after the date of opening, a service charge according to the Service Fee List is applicable to reimburse the Bank for the cost of opening the account. Federal Regulations state that only six preauthorized or automatic transfers from your savings account may be made during each calendar month. Telebank 24, Online Banking transactions, Check Support, telephoning bank personnel and automatic debits, (e.g. life insurance, etc.) are considered to be preauthorized or automatic transfers. If you exceed or attempt to exceed these transfer limits, the excess transfer requests may be refused or reversed, and the Bank may reclassify or close your account. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any withdrawal or other order after an account is closed.

## **5. Checks.**

You do not have the right to draw checks or drafts against deposits in the account.

## **6. Notice of Withdrawal.**

The Bank may at any time require at least 7 days prior written notice of your intent to withdraw funds from the account.

## **7. Statements.**

If you have a checking account at the Bank in addition to your Investment Savings Account, you can choose to receive a combined checking and savings account statement that will be sent to you monthly. If you do not have a checking account at the Bank or if you do not choose to receive a combined checking and savings account statement, the Bank will send you a statement of your account quarterly. However, the Bank reserves the right to combine like titled checking and savings accounts onto one statement. You have 30 days from the time the Bank mails your statement to notify the Bank of any forgeries, unauthorized signatures, alterations, or errors not involving electronic transfers. If you do not notify us by then, you waive all claims you may have against us regarding these problems. We shall send the statement as well as any other communication to your most current address appearing in our records (if joint account, to the address you select). Should a statement remain unclaimed or undeliverable for whatever cause, we may discontinue sending statements until we are instructed otherwise by you. If a statement is held by us at your request, or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for return mail), or otherwise made available to you. Additional disclosures may be found on your statement.

## **8. Service Charges.**

Service charges are shown on the Service Fee List associated with this agreement and may be changed at the Bank's discretion. You agree to pay such monthly maintenance

fees and service charges promptly, if applicable, and authorize us to charge your account for these amounts. See our Service Fee List for account fees and charges.

#### **9. *Minimum Balance.***

You must maintain the minimum balance required on the account, as noted in our additional disclosures, to obtain the stated interest rate and annual percentage yield.

#### **10. *Inactive Accounts.***

If two years go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. If the balance in the account is below the minimum balance as noted in our additional disclosures, the account will incur an additional dormant charge as indicated on the Service Fee List. If your account remains inactive for an additional three years, and we are unable to contact you, Illinois law requires us to transfer it to the State as unclaimed property.

## **Checking**

#### **1. *Definition.***

A Checking Account is an account which allows deposits and withdrawals, pays interest subject to certain conditions, and provides you with the right to draw checks or drafts against deposits in the account.

#### **2. *Interest.***

Your collected daily balance determines whether or not your account earns interest. If you maintain the specified minimum, as noted in our additional disclosures, your account will earn an interest rate established by the Bank, which may be changed at our discretion. There is no floor or ceiling on interest rate changes. You will earn no interest for the period your account balance is uncollected or below the specified minimum. Interest shall accrue daily on the account. Cash, on-us checks and government items deposited in person to one of our employees will begin to accrue on the day the deposits are credited. All other deposits will begin to accrue from the second business day after deposits are credited (e.g., if you make a deposit on business day Monday, interest will begin to accrue on business day Wednesday). Interest accrues to the day before withdrawal and is paid monthly. If you close your account before interest is credited, you may not receive the accrued interest. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal balance in the account each day. Interest will be credited to your account monthly and will be reflected on your monthly statement. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. Deposits made by electronic payment into interest bearing accounts shall earn interest from the banking day the funds are credited. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

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### **3. Deposits.**

You can make additional deposits in any amount at any time in the form of cash, checks, or other instruments acceptable to us. Deposits may be made in person or sent to us by mail. A deposit will not be credited, however, unless and until it is received by us and entered upon our books and records. Deposits made to your account or items received by the Bank after 2:00 p.m. on a banking day, or at any time on a non-business day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. Please refer to the Funds Availability section. The Bank, or its collection agent, may send items directly or indirectly to any bank or other institution for collection or payment. You waive demand, presentment, notice of dishonor and protest for any item deposited to the account.

### **4. Withdrawals.**

You may withdraw funds at any time from the account by writing checks or other items on forms furnished or approved by the Bank. Subject to the provisions hereof, any notice of withdrawal may be given by mail, messenger, standing order, or by appearance in person at the offices or premises of the Bank. The Bank may act upon the direction of any of the Depositors, if there is more than one, and may act on telephone instructions of anyone identifying himself as the Depositor (or one of the Depositors). Subject to the provisions hereof, payment may be made by check or in cash to the Depositor (or one of the Depositors) by draft or electronic transfer to the third party or by transfer to any other account of the Depositor with the Bank or affiliate of the Bank. Your liability on any item shall not be released by the Bank's certification of the item. The Bank may pay any item drawn on the account which contains your signature whether or not the form of the signature is the same as that shown on the signature card given to the Bank. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid.

### **5. Checks.**

You must use an acceptable check form. You agree not to predate checks or write them for more than you have available for withdrawal in your account. You agree that the Bank will not be liable to you for charging your account before the indicated date on a properly payable but postdated check. We reserve the right to pay any postdated item when presented. The Bank maintains the option to either pay or dishonor any stale check upon presentation to the Bank. We reserve the right to impose a service fee for cashing checks if the person cashing the check is not a customer of the bank. The amount of the service fee will be indicated in our Service Fee List.

## ***6. Return of Checks Unpaid.***

All checks and withdrawals on your account may be returned by us unpaid for any reason that checks are normally returned. Such reasons include but are not limited to insufficient funds, uncollected funds or litigation. We may pay items into overdraft, but have no obligation to do so. Also, you agree that all parties on an account are liable for any overdraft regardless of who signed the check.

If any of your accounts are overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your account to a positive balance, and you agree that the overdraft and any overdraft/insufficient available funds fee may be repaid out of any subsequent deposit to your account or set off against such deposit, including without limitation deposits of Social Security, Supplemental Security Income or other government benefits. We sort items for processing first by transaction type in the following order: ATM withdrawals, debit card transactions, preauthorized debit transactions, telephone-initiated transfers, other electronic transactions and paper-based checks or drafts. Within transaction types, items are processed in order of dollar amount from lowest to highest.

## ***7. Overdraft Honor Service***

In our ongoing effort to provide excellent customer service, we will approve your reasonable overdrafts up to \$500.00 as long as your account is in good standing. We retain the right to do so at our discretion and not as an obligation to you. The criterion of good standing is defined by the Bank and may change at our discretion.

Generally, we will pay checks and process transactions up to a maximum of \$500.00 beyond the current available balance per account. However, we reserve the right to lower this maximum as circumstances warrant. Any and all bank fees and charges will count toward this maximum. They include (without limitation) the non-sufficient fund (NSF) charges and the daily overdraft fees. All fees are set forth in our Service Fees List.

Please be aware that we are not obligated to pay any item presented for payment if your account does not contain sufficient, collected (available) funds. If we do pay any presented NSF item, we are not obligated to provide prior written notice of our decision to refuse payment of any additional NSF item(s).

You agree to pay us overdraft and applicable fees for overdrafts created by check, in-person withdrawal, ATM withdrawal, debit card, or other electronic means. You and all signers on your account are responsible for paying any overdraft amounts. You agree to do so immediately and without notice or demand from us - unless you specify in writing beforehand that you want all NSF items returned unpaid.

## ***8. Notice of Withdrawal.***

The Bank may at any time require 7 days prior written notice of your intent to withdraw funds from an interest bearing account. The notice period may also be applicable to items drawn by you but not finally paid by the Bank.

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Presentment of an item or any request for an electronic funds transfer does not constitute notice of your intent to withdraw. The Bank may refuse to pay and may return unpaid any such request or item and shall not incur liability of any kind for doing so.

## **9. Subaccounts.**

Each personal checking account will act as a master account, for which the Bank will establish a transaction subaccount and a holding subaccount. You will continue to conduct your banking transactions at the master account level, and all information that is made available to you about your account will be at the master account level. At the beginning of each statement cycle, the Bank will allocate funds between the two subaccounts. Transactions will be processed against your transaction subaccount, and, periodically we will transfer funds from the holding subaccount to the transaction subaccount to cover those activities. This can occur up to six times per statement cycle. Upon the sixth transfer, the entire balance in the holding subaccount will be transferred to the transaction subaccount for the remainder of the cycle. This process will begin again at the beginning of each statement cycle. These subaccounts are for internal accounting purposes only. This does not affect the way you transact on your account, how your account earns interest (if applicable), or how transactions appear on your statement. You continue to have total access to all of your available funds.

## **10. Stop Payment Orders.**

Stop payment orders may be either oral or written, but oral orders shall only be effective for 14 calendar days unless confirmed in writing and written orders shall only be effective for 6 months unless renewed by another written order. Stop payment orders are not guaranteed for the first 24 hours after placement. The Bank may honor checks over 6 months if there is no stop payment. Written orders must be in a form acceptable to the Bank. Stop payment orders received after regular banking hours shall be deemed received at the opening of business on the next banking day. If you have authorized the Bank in advance to make regular payments out of the account, (i.e. preauthorized debits) stop payment orders must be received by the Bank at least 3 business days before the payment is scheduled to be made. We will accept a stop payment order from any authorized signer regardless of who authorized the item. Any stop payment order placed by you with the Bank must specify the exact amount, account number, payee, date and number of the item, and there will be a charge for such order. If the Bank recredits your account after paying a check over a valid and timely stop order, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person later on.

## **11. Statements.**

Each month the Bank will send you a statement of your account. You have 30 days from the time the Bank mails your statement to notify the Bank of any forgeries, unauthorized signatures, alterations, or errors not involving elec-

tronic transfers. If you do not notify us by then, you waive all claims you may have against us regarding these problems. We shall send the statement as well as any other communication to your most current address appearing in our records (if joint account, to the address you select). Should a statement remain unclaimed or undeliverable for whatever cause, we may discontinue sending statements until we are instructed otherwise by you. If a statement is held by us at your request, or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for return mail), or otherwise made available to you. Additional disclosures and any changes in terms may be found on your statement.

### **12. Service Charges.**

Service charges are shown on the Service Fee List associated with this agreement and may be changed at the Bank's discretion. You agree to pay such monthly maintenance fees and service charges promptly, if applicable, and authorize us to charge your account for these amounts. See our Service Fee List for account fees and charges.

### **13. Inactive Accounts.**

If six months go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. If the balance in the account is below the minimum balance as noted in our additional disclosures, the account will incur an additional dormant charge as indicated on the Service Fee List. If your account remains dormant for an additional four and one half years, and we are unable to contact you, Illinois law requires us to transfer it to the State as unclaimed property.

## **Money Market Account**

### **1. Definition.**

A Money Market Account is an account that allows deposits and withdrawals, pays interest subject to certain conditions, and provides you with the right to draw checks or drafts against the account.

### **2. Interest.**

Your collected daily balance determines whether or not your account earns interest. If you maintain the specified minimum, as noted in our additional disclosures, your account will earn an interest rate established by the Bank, which may be changed at our discretion. There is no floor or ceiling on interest rate changes. You will earn no interest for the period your account balance is uncollected or below the specified minimum. Interest shall accrue daily on the account. Cash, on-us checks and government items deposited in person to one of our employees will begin to accrue on the day the deposits are credited. All other deposits will begin to accrue from the second business day after deposits are credited (e.g., if you make a deposit on business day Monday, interest will begin to accrue on business day Wednesday). Interest accrues to the day before withdrawal and is paid monthly. If you close your account before interest is credited, you may not receive the accrued interest. We use the daily balance method to cal-

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culate the interest on your account. This method applies a daily periodic rate to the collected principal balance in the account each day. Interest will be credited to your account monthly and will be reflected on your monthly statement. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. Deposits made by electronic payment into interest bearing accounts shall earn interest from the banking day the funds are credited. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

### **3. Deposits.**

You can make additional deposits in any amount at any time in the form of cash, checks, or other instruments acceptable to us. Deposits may be made in person or sent to us by mail. A deposit will not be credited, however, unless and until it is received by us and entered upon our books and records. Deposits made to your account or items received by the Bank after 2:00 p.m. on a banking day, or at any time on a non-business day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. Please refer to the Funds Availability section. The Bank, or its collection agent, may send items directly or indirectly to any bank or other institution for collection or payment. You waive demand, presentment, notice of dishonor and protest for any item deposited to the account.

### **4. Withdrawals.**

You may withdraw funds at any time from the account by writing checks or other items on forms furnished or approved by the Bank. Subject to the provisions hereof, any notice of withdrawal may be given by mail, messenger, standing order, or by appearance in person at the offices or premises of the Bank. The Bank may act upon the direction of any of the Depositors, if there is more than one, and may act on telephone instructions of anyone identifying himself as the Depositor (or one of the Depositors). Subject to the provisions hereof, payment may be made by check or in cash to the Depositor (or one of the Depositors) by draft or electronic transfer to the third party, subject to statutory limitations, or by transfer to any other account of the Depositor with the Bank or affiliate of the Bank. Excess withdrawals per statement cycle are charged according to the Service Fee List. When an account is closed within ninety days after the date of opening, a service charge according to the Service Fee List is applicable to reimburse the Bank for the cost of opening the account. The Bank allows only three checks and three preauthorized or automatic transfers from your account that may be made during each statement cycle. Telebank 24, telephoning bank personnel, Online Banking transactions and automatic debits, (e.g. electronic life insurance deduction, etc.) are considered to be preauthorized or automatic transfers. If you exceed these limits, a charge will be imposed according to our Service Fee List or accompanying disclosures. If the activity occurs more than

three times in a 12 month period, your account may be converted to a more suitable account, subject to the terms & conditions of that account. Any preauthorized or automatic transfers in excess of six may be refused or reversed, per Federal Regulations, and the Bank may reclassify or close your account. Your liability on any item shall not be released by the Bank's certification of the item. The Bank may pay any item drawn on the account which contains your signature whether or not the form of the signature is the same as that shown on the signature card given to the Bank. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid.

#### **5. Checks.**

You have the right to draw no more than three checks against deposits in the account in one statement cycle. You must use an acceptable check form. You agree not to pre-date checks or write them for more than you have available for withdrawal in your account. You agree that the Bank will not be liable to you for charging your account before the indicated date on a properly payable but postdated check. We reserve the right to pay any postdated item when presented. The Bank maintains the option to either pay or dishonor any stale check upon presentation to the Bank.

#### **6. Return of Checks Unpaid.**

All checks and withdrawals on your account may be returned by us unpaid for any reason that checks are normally returned. Such reasons include but are not limited to insufficient funds, uncollected funds or litigation. We may pay items into overdraft, but have no obligation to do so. Also, you agree that all parties on an account are liable for any overdraft regardless of who signed the check.

If any of your accounts are overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your account to a positive balance, and you agree that the overdraft and any overdraft/insufficient available funds fee may be repaid out of any subsequent deposit to your account or set off against such deposit, including without limitation deposits of Social Security, Supplemental Security Income or other government benefits. We sort items for processing first by transaction type in the following order: ATM withdrawals, debit card transactions, preauthorized debit transactions, telephone-initiated transfers, other electronic transactions and paper-based checks or drafts. Within transaction types, items are processed in order of dollar amount from lowest to highest.

#### **7. Stop Payment Orders.**

Stop payment orders may be either oral or written, but oral orders shall only be effective for 14 calendar days unless confirmed in writing and written orders shall only be effective for 6 months unless renewed by another written order. Stop payment orders are not guaranteed for the first 24 hours after placement. The Bank may honor checks over 6 months if there is no stop payment. Written orders

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must be in a form acceptable to the Bank. Stop payment orders received after regular banking hours shall be deemed received at the opening of business on the next banking day. If you have authorized the Bank in advance to make regular payments out of the account, (i.e. preauthorized debits) stop payment orders must be received by the Bank at least 3 business days before the payment is scheduled to be made. We will accept a stop payment order from any authorized signer regardless of who authorized the item. Any stop payment order placed by you with the Bank must specify the exact amount, account number, payee, date and number of the item, and there will be a charge for such order. If the Bank recredits your account after paying a check over a valid and timely stop order, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person later on.

## **8. Notice of Withdrawal.**

The Bank may at any time require at least 7 days prior written notice of your intent to withdraw funds from the account. The notice period may also be applicable to items drawn by you but not finally paid by the Bank.

Presentment of an item or any request for an electronic funds transfer does not constitute notice of your intent to withdraw. The Bank may refuse to pay and may return unpaid any such request or item and shall not incur liability of any kind for doing so.

## **9. Statements.**

The Bank will send you a statement of your account monthly. However, the Bank reserves the right to combine like titled accounts onto one statement. You have 30 days from the time the Bank mails your statement to notify the Bank of any forgeries, unauthorized signatures, alterations, or errors not involving electronic transfers. If you do not notify us by then, you waive all claims you may have against us regarding these problems. We shall send the statement as well as any other communication to your most current address appearing in our records (if joint account, to the address you select). Should a statement remain unclaimed or undeliverable for whatever cause, we may discontinue sending statements until we are instructed otherwise by you. If a statement is held by us at your request, or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for return mail), or otherwise made available to you. Additional disclosures may be found on your statement.

## **10. Service Charges.**

Service charges are shown on the Service Fee List or accompanying disclosures associated with this agreement and may be changed at the Bank's discretion. You agree to pay such monthly maintenance fees and service charges promptly, if applicable, and authorize us to charge your account for these amounts. See our Service Fee List for account fees and charges.

### **11. Minimum Balance.**

You must maintain the minimum balance required on the account, as noted in our additional disclosures, to obtain the stated interest rate and annual percentage yield. Failure to maintain the minimum balance will result in a fee as noted on our Service Fee List.

### **12. Inactive Accounts.**

If two years go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. If the balance in the account is below the minimum balance as noted in our additional disclosures, the account will incur an additional dormant charge as indicated on the Service Fee List. If your account remains inactive for an additional three years, and we are unable to contact you, Illinois law requires us to transfer it to the State as unclaimed property.

## **Certificate of Deposit**

### **1. Definition.**

A Certificate of Deposit (Certificate) is a receipt for a time deposit account issued for a stated time period and paying a fixed rate of interest for that time period.

### **2. Interest.**

Interest shall be calculated daily on the account, from the day of deposit to the day of withdrawal. Two options are available for the posting of interest: Interest may be compounded quarterly (for terms less than 12 months, at maturity) back into the Certificate; or, Interest may be paid monthly to your WSB checking or savings account via electronic transfer. The Annual Percentage Yield assumes that interest will remain on deposit until maturity and a withdrawal will reduce earnings. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

### **3. Deposits.**

You can make your deposit in any amount in excess of the required minimum in the form of cash, checks, or other instruments acceptable to us. Deposits made after 2:00 p.m. on a business day may be held by the Bank for safe-keeping and treated as having been deposited or received as of the next business day. You may not add funds to an existing account.

### **4. Withdrawal.**

By purchasing a Certificate, you are contracting to keep the funds on deposit for a fixed period of time. The term of the Certificate is displayed on the face of the document. The Bank makes no express or implied agreement to pay a Certificate prior to its stated maturity. In the event of the closing of a Certificate prior to its stated maturity date, an

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early withdrawal penalty may be imposed. For Certificates with a term of less than a year, the amount of the early withdrawal penalty will be 90 days interest and for terms greater than a year will be 180 days interest. If you close your account before interest is credited, you will receive the accrued interest, offset by the amount of any early withdrawal penalties that may be imposed, and the penalty may offset principal. If you withdraw a portion of the funds from the CD prior to maturity (partial withdrawal), any interest accrued will continue to accrue until the close of the entire CD and will not be paid at the time of the partial withdrawal.

Information concerning the amount of the penalty is disclosed on the face of the document. No penalty will be imposed for early withdrawal if an owner of the Certificate is declared legally incompetent, supported by proper documentation. Similarly, if an owner of the Certificate dies, no penalty will be assessed if the request is made prior to the first renewal following the owner's death. If the Certificate is POD, then the certificate must be paid out to the named beneficiary in the year in which the owner dies.

## **5. Negotiability.**

Certificates are generally not issued in negotiable form and are not subject to check or draft or similar order.

Ownership of the Certificate may only be transferred to another party with the Bank's consent and then only in accordance with applicable rules and regulations that allow transfers in certain limited circumstances such as death, incompetence, divorce, garnishment, levy, or marriage.

## **6. Notice of Withdrawal.**

The Bank may at any time require 7 days prior written notice of your intent to withdraw funds from the account.

## **7. Renewal.**

The Bank issues two types of Certificates: A) automatically renewable Certificates; and B) non-renewable Certificates. The type of Certificate you purchase will be designated on the face of the Certificate. If your Certificate does not automatically renew, interest may not be earned past its maturity date, at the discretion of the Bank. If your Certificate is automatically renewable, it will renew at each maturity date for a period of time equal to the original term of, and with the same terms and conditions as, the original Certificate unless noted otherwise on the account disclosures. The interest rate for the renewal period will be the rate offered by the Bank on the maturity date for new Certificates that have similar terms as the original Certificate. You can prevent an automatic renewal by giving the Bank written instructions to the contrary on or before the maturity date or by presenting the Certificate for payment on or within 10 days after the maturity date. There is no early withdrawal penalty for a withdrawal made on or within 10 days after a maturity date of an automatically renewable Certificate. Interest is paid during the grace period only if the Certificate is renewed. If the Certificate is cancelled by you, the interest for the grace period may be forfeited. The Bank may call an automatically renewable Certificate for payment at the end of the

original term or at the end of any renewal term. If called, the Certificate and any earned interest that has been added to it for compounding will stop earning interest on the effective date of the call.

#### **8. Notices of Maturity.**

The Bank will mail you a notice before the maturity date of your Certificate advising you of the upcoming maturity date and the options that are available to you.

#### **9. Minimum Balance.**

You must maintain the minimum balance required on the account to obtain the stated interest rate and annual percentage yield.

### **Individual Retirement Account - Passbook**

#### **1. Definition.**

A passbook Individual Retirement Account (Passbook) is an account that allows deposits and distributions, pays interest, and does not provide the right to draw checks or drafts against the account.

#### **2. Interest.**

Interest shall be calculated daily on the account, from the day of deposit to the day of withdrawal. Interest is compounded quarterly back into the Passbook. The Annual Percentage Yield assumes that interest will remain on deposit until maturity, and a withdrawal will reduce earnings. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

#### **3. Deposits.**

All deposits made to this account shall represent funds contributed to an Individual Retirement Account established in accordance with the provisions of the Employee Retirement Income Security Act of 1974 pursuant to 26 USC 408 for the benefit of the owner. You may make deposits in any amount at any time in the form of cash, checks or other instruments acceptable to us. Deposits may be made in person or sent to us by mail. A deposit will not be credited, however, unless and until it is received by us and entered upon our books and records. Deposits made to your account after 2:00 p.m. on a business day, or at any time on a non-business day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. If for any reason final payment is not received as determined by the Bank, interest paid on such items may be reversed by the Bank. Deposits may be accepted for the calendar year from January 1st of that year, until April 15th of the following calendar year.

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## **4. *Withdrawal.***

By opening a Passbook, you are contracting to keep the funds on deposit for a fixed period of time. The term of the Passbook is disclosed on the Direction to Invest. The Bank makes no express or implied agreement to pay a Passbook before its stated maturity. In the event of withdrawal of all or any portion of a Passbook before its stated maturity date, an early withdrawal penalty may be imposed. If you close your account before interest is credited, you will receive the accrued interest, offset by the amount of any early withdrawal penalties that may be imposed, and the penalty may offset principal. The amount of the early withdrawal penalty is equal to 180 days interest, as calculated using the rate your passbook is contracted to earn at the time of withdrawal. No penalty will be imposed for early withdrawal if an owner of the Passbook is declared legally incompetent, supported by proper documentation. If an owner of the Passbook dies, no penalty will be assessed. Customers over 59 1/2 are allowed one penalty-free withdrawal per year, on the anniversary date.

## **5. *Negotiability.***

Passbooks are not issued in negotiable form and are not subject to check, draft or similar order. Ownership of the Passbook may only be transferred to another party in accordance with applicable rules and regulations that allow transfers in two limited circumstances, death or incompetence.

## **6. *Notice of Withdrawal.***

The Bank may at any time require 7 days prior written notice of your intent to withdraw funds from the account.

## **7. *Renewal.***

The Passbooks are automatically renewable. It will renew at each maturity date for a period of time equal to the original term of, and with the same terms as, the original Passbook. The interest rate for the renewal period will be the rate offered by the Bank on the maturity date for new Passbooks that have similar terms as the original Passbook, unless noted otherwise on our account disclosures. You can prevent an automatic renewal by giving the Bank written instructions to the contrary on or before the maturity date or by presenting the Passbook for payment on or within 10 days after the maturity date. There is no early withdrawal penalty for a withdrawal made on or within 10 days after a maturity date of an automatically renewable Passbook.

## **8. *Notices of Maturity.***

The Bank will mail you a notice before the maturity date of your Passbook, advising you of the upcoming maturity date and the options that are available to you.

## **9. *Revocation.***

You have the right to revoke the agreement within 7 calendar days after it has been signed. Upon revocation, you will be entitled to a full refund of the amount paid, with no adjustment for administrative charges. Accounts revoked by the customer may not receive any accrued interest. Revocation must be sent in writing to the office that maintains the account.

### **10. Minimum Balance.**

You must maintain the minimum balance required on the account to obtain the stated interest rate and annual percentage yield.

## **Individual Retirement Account - Certificate of Deposit**

### **1. Definition.**

A Certificate of Deposit Individual Retirement Account (Certificate) is a receipt for a time deposit account issued for a stated time period and paying a fixed rate of interest, for that time period.

### **2. Interest.**

Interest shall be calculated daily on the account, from the day of deposit to the day of withdrawal. Interest is compounded quarterly (for terms less than 12 months, at maturity) back into the Certificate. The Annual Percentage Yield assumes that interest will remain on deposit until maturity, and a withdrawal will reduce earnings. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

### **3. Deposits.**

The deposit made to this account shall represent funds contributed to an Individual Retirement Account established in accordance with the provisions of the Employee Retirement Income Security Act of 1974 pursuant to 26 USC 408 for the benefit of the owner. You may make your deposit in any amount in excess of the required minimum in the form of cash, checks or other instruments acceptable to us. Deposits made after 2:00 p.m. on a business day may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. You may not add funds to an existing account.

### **4. Withdrawal.**

By opening a Certificate, you are contracting to keep the funds on deposit for a fixed period of time. The term of the Certificate is displayed on the face of the document. The Bank makes no express or implied agreement to pay a Certificate prior to its stated maturity. In the event of the closing of a Certificate before its stated maturity date, an early withdrawal penalty may be imposed, and the penalty may offset principal. For Certificates with a term of less than a year, the amount of the early withdrawal penalty will be 90 days interest and for terms greater than a year will be 180 days interest. If you close your account before interest is credited, you will receive the accrued interest, offset by the amount of any early withdrawal penalties that may be imposed. Information concerning the amount of the penalty is disclosed on the face of the document. No

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penalty will be imposed for early withdrawal if an owner of the Certificate is declared legally incompetent, supported by proper documentation. If an owner of the Certificate dies, no penalty will be assessed. Customers over 59 1/2 are allowed one penalty-free withdrawal per year, on the anniversary date.

## **5. Negotiability.**

Certificates are generally not issued in negotiable form and are not subject to check, draft or similar order. Ownership of the Certificate may only be transferred to another party in accordance with applicable rules and regulations that allow transfers in two limited circumstances, death or incompetence.

## **6. Notice of Withdrawal.**

The Bank may at any time require 7 calendar days prior written notice of your intent to withdraw funds from the account.

## **7. Renewal.**

The Certificates are automatically renewable. It will renew at each maturity date for a period of time equal to the original term of, and with the same terms as, the original Certificate, unless noted otherwise on our account disclosures. The interest rate for the renewal period will be the rate offered by the Bank on the maturity date for new Certificates that have similar terms as the original Certificate. You can prevent an automatic renewal by giving the Bank written instructions to the contrary on or before the maturity date or by presenting the Certificate for payment on or within 10 days after the maturity date. There is no early withdrawal penalty for a withdrawal made on or within 10 days after a maturity date of an automatically renewable Certificate.

## **8. Notices of Maturity.**

The Bank will mail you a notice before the maturity date of your Certificate advising you of the upcoming maturity date and the options that are available to you.

## **9. Revocation.**

You have the right to revoke the agreement within 7 calendar days after it has been signed. Upon revocation, you will be entitled to a full refund of the amount paid, with no adjustment for administrative charges. Accounts revoked by the customer may not receive any accrued interest. Revocation must be sent in writing to the office that maintains the account.

## **10. Minimum Balance.**

You must maintain the minimum balance required on the account to obtain the stated interest rate and annual percentage yield.

## **Health Savings Account (HSA)**

### **1. Definition.**

A Health Savings Account (HSA) is an account where contributions to the account are to pay for current and future medical expenses subject to certain restrictions.

## **2. Interest.**

Your collected daily balance determines whether or not your account earns interest. If you maintain the specified minimum, as noted in our additional disclosures, your account will earn an interest rate established by the Bank, which may be changed at our discretion. There is no floor or ceiling on interest rate changes. You will earn no interest for the period your account balance is uncollected or below the specified minimum. Interest shall accrue daily on the account. Cash, on-us checks and government items deposited in person to one of our employees will begin to accrue on the day the deposits are credited. All other deposits will begin to accrue from the second business day after deposits are credited (e.g., if you make a deposit on business day Monday, interest will begin to accrue on business day Wednesday). Interest accrues to the day before withdrawal and is paid monthly. If you close your account before interest is credited, you will not receive the accrued interest. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected principal balance in the account each day. Interest will be credited to your account monthly and will be reflected on your monthly statement. We do not compound interest during the month. Interest will be computed for actual days on a 365 (or if appropriate 366) day basis. We reserve the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn. Deposits made by electronic payment into interest bearing accounts shall earn interest from the banking day the funds are credited. No interest adjustment will be made if the amount of the adjustment is less than \$1.00.

## **3. Deposits.**

You can make additional deposits in any amount, subject to IRS limitations, at any time in the form of cash, checks, or other instruments acceptable to us, but you must use the special deposit slip provided. Deposits may be made in person or sent to us by mail. A deposit will not be credited, however, unless and until it is received by us and entered upon our books and records. Deposits made to your account or items received by the Bank after 2:00 p.m. on a banking day, or at any time on a non-business day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next business day. Please refer to the Funds Availability section of our Terms & Agreements. The Bank, or its collection agent, may send items directly or indirectly to any bank or other institution for collection or payment. You waive demand, presentment, notice of dishonor and protest for any item deposited to the account.

## **4. Withdrawals.**

You may withdraw funds at any time from the account by writing checks, via debit card or other items on forms furnished or approved by the Bank. Subject to the provisions hereof, any notice of withdrawal may be given by mail, messenger, standing order, or by appearance in person at the offices or premises of the Bank. The Bank may act

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upon the direction of any of the Depositors, if there is more than one, and may act on telephone instructions of anyone identifying himself as the Depositor (or one of the Depositors). Subject to the provisions hereof, payment may be made by check or in cash to the Depositor (or one of the Depositors) by draft or electronic transfer to the third party or by transfer to any other account of the Depositor with the Bank or affiliate of the Bank. Your liability on any item shall not be released by the Bank's certification of the item. The Bank may pay any item drawn on the account which contains your signature whether or not the form of the signature is the same as that shown on the signature card given to the Bank. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid.

## **5. Checks.**

You must use an acceptable check form that states this is a Health Savings Account. You agree not to predate checks or write them for more than you have available for withdrawal in your account. You agree that the Bank will not be liable to you for charging your account before the indicated date on a properly payable, but postdated check. We reserve the right to pay any postdated item when presented. The Bank maintains the option to either pay or dishonor any stale check upon presentation to the Bank. We reserve the right to impose a service fee for cashing checks if the person cashing the check is not a customer of the Bank. The amount of the service fee will be indicated in our Service Fee List.

## **6. Return of Checks Unpaid.**

All checks and withdrawals on your account may be returned by us unpaid for any reason that checks are normally returned. Such reasons include but are not limited to insufficient funds, uncollected funds or litigation. We may pay items into an overdraft, but have no obligation to do so. Also, you agree that all parties on an account are liable for any overdraft regardless of who performed the transaction. If any of your accounts are overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your account to a positive balance. We sort items for processing first by transaction type in the following order: debit card transactions, preauthorized debit transactions, telephone-initiated transfers, other electronic transactions and paper-based checks or drafts. Within transaction types, items are processed in order of dollar amount from lowest to highest.

## **7. Notice of Withdrawal.**

The Bank may at any time require 7 days prior written notice of your intent to withdraw funds from an interest bearing account. The notice period may also be applicable to items drawn by you but not finally paid by the Bank. Presentment of an item or any request for an electronic funds transfer does not constitute notice of your intent to

withdraw. The Bank may refuse to pay and may return unpaid any such request or item and shall not incur liability of any kind for doing so.

#### **8. Subaccounts.**

Each Health Savings Account will act as a master account, for which the Bank will establish a transaction subaccount and a holding subaccount. You will continue to conduct your banking transactions at the master account level, and all information that is made available to you about your account will be at the master account level. At the beginning of each statement cycle, the Bank will allocate funds between the two subaccounts. Transactions will be processed against your transaction subaccount, and, periodically we will transfer funds from the holding subaccount to the transaction subaccount to cover those activities. This can occur up to six times per statement cycle. Upon the sixth transfer, the entire balance in the holding subaccount will be transferred to the transaction subaccount for the remainder of the cycle. This process will begin again at the beginning of each statement cycle. These subaccounts are for internal accounting purposes only. This does not affect the way you transact on your account, how your account earns interest (if applicable), or how transactions appear on your statement. You continue to have total access to all of your available funds.

#### **9. Revocation.**

You have the right to revoke the agreement within 7 calendar days after it has been signed. Upon revocation, you will be entitled to a full refund of the amount paid, with no adjustment for administrative charges. Accounts revoked by the customer may not receive any accrued interest. Revocation must be sent in writing to West Suburban Bank.

#### **10. Stop Payment Orders.**

Stop payment orders may be either oral or written, but oral orders shall only be effective for 14 calendar days unless confirmed in writing and written orders shall only be effective for 6 months unless renewed by another written order. Stop payment orders are not guaranteed for the first 24 hours after placement. The Bank may honor checks over 6 months if there is no stop payment. Written orders must be in a form acceptable to the Bank. Stop payment orders received after regular banking hours shall be deemed received at the opening of business on the next banking day. If you have authorized the Bank in advance to make regular payments out of the account, (i.e. preauthorized debits) stop payment orders must be received by the Bank at least 3 business days before the payment is scheduled to be made. We will accept a stop payment order from any authorized signer regardless of who authorized the item. Any stop payment order placed by you with the Bank must specify the exact amount, account number, payee, date and number of the item, and there will be a charge for such order. If the Bank recredits your account after paying a check over a valid and timely stop order, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person later on.

# Terms and agreements

## ***11. Statements.***

Each month the Bank will send you a statement of your account. You have 30 days from the time the Bank mails your statement to notify the Bank of any forgeries, unauthorized signatures, alterations, or errors not involving electronic transfers. In order to ensure that your HSA contributions & distributions are allocated and reported correctly to the IRS, you have 30 days from the date the statement is mailed to contact us regarding any changes that may need to be made. If you do not notify us by then, you waive all claims you may have against us regarding these problems. We shall send the statement as well as any other communication to your most current address appearing in our records (if joint account, to the address you select). Should a statement remain unclaimed or undeliverable for whatever cause, we may discontinue sending statements until we are instructed otherwise by you. If they are held by us at your request, or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for return mail), or otherwise made available to you. Additional disclosures and any changes in terms may be found on your statement.

## ***12. Service Charges.***

Service charges are shown on the Service Fee List associated with this agreement and may be changed at the Bank's discretion. You agree to pay such monthly maintenance fees and service charges promptly, if applicable, and authorize us to charge your account for these amounts. See our Service Fee List for account fees and charges.

## ***13. Inactive Accounts.***

If two years go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. If your account remains dormant for an additional three years, and we are unable to contact you, Illinois law requires us to transfer it to the State as unclaimed property.

## ***14. Health Savings Account.***

You agree to abide by the provisions and amendments of the Health Savings Custodial Account Agreement (IRS Form 5305-C) provided to you separately.

## ***Electronic Funds Transfer Disclosure***

### ***1. Online Banking***

Online banking gives you control over nearly every aspect of managing your West Suburban Bank accounts. It offers access to daily balances and up to 24 months of detailed statements and transaction history. You will be able to view all of your West Suburban Bank accounts, including checking and savings accounts, CDs, IRAs, credit cards and loans. Online banking also lets you transfer funds easily between these bank accounts, pay your bills online & receive electronic bills. Your account information can be downloaded into almost any current personal finance management program or spreadsheet.

Online banking provides you with convenient online services. You can easily send secure e-mail to our financial institution, change your passcode or contact information, request a stop payment of a check or electronic payment, order copies of financial documents and re-order checks.

Online bill payment is easy. Simply set up your Billers by choosing from the database of vendors (Billers) that already exist, or by entering necessary information to schedule a payment. We are able to process payments to billers that have a US Postal address. Due to liability issues, we cannot guarantee payments to federal, state or local tax agencies. Otherwise, there is no limit to who you pay or how many billers you may establish. We maintain a large database of regional or national vendors to make this process quicker and easier. The Bill Payment service will also allow you to see a history of all the payments made from your accounts. The Bill Payment service is charged according to the fees in our Service Fee List.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the date you request the payment to be sent provided the system's available balance on such date is sufficient to cover the payment. If the "Scheduled Payment Date" does not fall on a business date, then the payment will be charged on the next business date.

If for any reason a scheduled payment processed through the system is declined, it will automatically be rescheduled for the following business day. The system will notify you of this action by sending you a message that will appear the next time you logon to the system. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

Payments must be scheduled four (4) business days in advance and they will only be processed once a day at our cut-off time. (If you attempt to schedule a payment for that day after our cut-off time, the system will notify you that you need to change the date to the next business day.) Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day. Since we must forward the funds and billing information to the biller, some lead-time for payments is necessary. In most cases, the system will attempt to tell you when you can expect the payment to be received by the biller. (Our system assumes the biller will promptly process the payment on the business day it is received. Any delays caused by the biller would result in additional days before the payment would show on their records.) By using this service you authorize us, and any third-party payment processing agent we may use, to choose whatever method we feel is the most effective method to process your transaction.

# Terms and agreements

## ***Special Information about the Stop Payment, Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services***

The system includes several options under the "User Services" menu that provide a means to securely forward your request to us for processing. Generally, requests received from the system will be processed within one business day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact West Suburban Bank directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written or electronic drafts that are deducted from your account. We do not guarantee the ability to successfully stop a payment within the first 24 hours from the time of the request due to timing issues. The stop payment request will be valid for 6 months from the time of the request being made. There may be additional fees associated with some of these services. This service is not available to cancel the payments scheduled through the bill payment service. If you have a problem or need to cancel a bill payment, you will need to contact us.

## ***2. Automated Teller Machine Card***

When using our Automated Teller Machines (ATM's), you may use your access card (Card) to:

- (a) Withdraw cash from an account designated to be accessed by your Card.
- (b) Make deposits to your designated accounts.
- (c) Transfer funds between designated accounts.
- (d) Make payments on certain indebtedness.
- (e) Make balance inquiries on designated accounts.
- (f) Conduct Point-of-Sale (POS) transactions at selected locations.

Some of these services may not be available at all terminals or to all customers. All withdrawals, deposits, fund transfers and payments are subject to the usual rules and agreements which govern such transactions except as specifically modified by this agreement.

You authorize and direct us to credit or charge, as the case may be, your accounts for all withdrawals, deposits and funds transfers. We may only accept payments if initiated through the use of one of our electronic terminals. You also authorize us to charge any account for the amount of any check or other instrument which is part of any transaction initiated through the use of a terminal and to the extent that such item is dishonored or otherwise returned unpaid for any reason including, without limitation, insufficient funds or stop payment orders. All transactions initiated through any terminal are subject to verification, and all deposits and payments are subject to receipt and verification by us. All transactions initiated through any terminal are subject to the time necessary to process them and any transaction made on a nonbanking day or after 2:00 p.m. on any banking day may not be processed by us until the

next banking day. We will be fully protected in crediting, charging, accepting, applying and otherwise carrying out transactions for you without future inquiry as though in every case specifically authorized by you.

### **3. Debit Check Card**

Your West Suburban Bank Debit Check Card (Card) can be utilized to:

- (a) Transact the same as an Automatic Teller Machine (ATM) card (see previous section).
- (b) Purchase goods or pay for services anywhere the Visa Debit logo is displayed.
- (c) Secure cash advances at any financial institution where the Visa Debit logo is displayed.

These transactions can occur only from your designated checking account(s) with the Bank.

You authorize us to credit or charge, as the case may be, your account for all withdrawals, deposits, debits and fund transfers. The full amount of your transactions initiated through use of the Card will be deducted directly from your checking account with the Bank. Use of your Card for a purchase or cash advance will constitute a withdrawal and/or a demand on your checking account at the time the Card was used even if there is a delay in posting the transaction to your account. You authorize the Bank to pay out of your checking account the total amount of any transactions made through correct use of the Card. You will pay the Bank on demand any negative balance (including applicable overdraft fees) arising in your checking account through use of the card unless you have Check Credit. If you do not have Check Credit, we may charge any overdraft (and fees) to any other account you have with the Bank.

### **4. Electronic Deposits/Withdrawals**

If you provide authorization to accept deposits or such services, you must make prior arrangements with the person or organization transferring the funds to you or receiving the funds from you before the services can begin or be terminated.

You can arrange to have certain recurring transactions automatically deposited to your account. Examples of this service include the direct deposit of social security payments, other government payments and the direct deposit of your wages or salary.

You can arrange to have recurring transactions automatically paid from your account. For example, you can arrange to have life insurance premiums paid automatically. All preauthorized withdrawals will be honored unless a stop payment is issued.

Savings and Money Market accounts are limited to six (6) preauthorized withdrawals per monthly cycle.

You may make a purchase or pay a bill using a check that is converted by the payee into an electronic fund transfer

# Terms and agreements

You can also pay for goods and services from some merchants by providing account information by telephone or via the Internet.

## **5. Funds Transfer/Telebank 24**

When using the Funds Transfer Service, you agree to accept all responsibility for all transfers you make on this system. It is your responsibility to know the balance of all accounts being charged.

Requests for transfer should be made before 6:00 p.m. Monday through Friday and 4:00 p.m. on Saturday for credit on the same business day. Requests after these times or on Sundays and holidays will be processed on the following business day. (These cut off times do not apply to tellers, Online Banking and ATM's).

Your Funds Transfer I.D. Numbers and Personal Identification Numbers (PIN) are confidential and you agree not to give these numbers to anyone else.

## **6. Statement Facsimile (Fax)**

You may receive up to date checking statements via fax through Telebank 24. Access to this capability is through your Telebank 24 Access Code and PIN. You should maintain close control over your Telebank 24 Access Code and PIN to guard against unauthorized use. The Bank may honor any instruction that it receives through the Telebank 24 system. You agree to hold the bank harmless for any unauthorized request using your Telebank 24 Access Code and PIN.

## **7. Check Support Service (CSS)**

This service allows West Suburban Bank to draw funds from your savings account to pay any personal checks written from your checking account which cannot be sufficiently covered by your checking balance on the day they are presented.

One savings account may cover as many checking accounts as you desire; however, each checking account may only be covered by ONE savings account. This service will satisfy checking accounts in sequential order. (Example: If a check in each account needs to be covered on the same day, Acct. #120000 would be paid before Acct. #120001.)

Please note: If you also have check credit/cash reserve, check support service will always pay prior to check credit/cash reserve.

Funds deposited into a savings account must be posted to an account for a period of 48 hours before a transfer will be allowed. Any savings withdrawals made due to this service will count toward the four (4) free withdrawals allowed on your account monthly. Each additional withdrawal will incur a fee as listed on our Service Fee List.

If and when an item is paid through this system, there will be a daily service charge as listed on our Service Fee List applied to the checking account on the day of the transfer. The CSS withdrawal will count toward the six allowable per month including any preauthorized transfers.

## **8. Represented Check Entry**

Under certain circumstances your check information can be converted to one-time electronic information by merchants, banks or others. Electronic information may be used to debit your account electronically. Merchants may use check information such as routing, account and serial numbers to make an electronic presentment against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing.

In other circumstances, checks you wrote returned for insufficient funds or uncollected funds and represented for payment electronically by the payee's bank are not covered under Regulation E. Electronic representments will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check.

Also, we shall have no liability to you for duplicate payments if a paper check and an electronic representment are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

## **Frequency or Dollar Amount of Transaction**

1. Cash withdrawals from ATM's or purchases made with the Card will only access the collected balance in your account(s).
2. You may withdraw up to \$505.00 per Card each Calendar day, including any 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.
3. You may transact with your Card for up to \$2,500 per business day for all PIN-based transactions.
4. You may transact with your Card for up to \$2,500 per business day or fifteen (15) transactions, whichever is first, for all signature-based transactions.

## **Documentation of Transactions**

### **1. Transaction Receipt.**

A receipt will be issued upon completion of the transaction when using any ATM, unless the ATM is not working properly. For purchases and cash advances, you will receive a receipt from the merchant or financial institution for each transaction.

### **2. Periodic Statements.**

All transactions will be documented on a regular periodic statement.

# Terms and agreements

## ***Use of Card, PIN and Terminals***

You are the only authorized user of your Card and PIN. You are not to give your Card or PIN to anyone else. The PIN is provided for your protection and identification, and you should not reveal it to anyone. Disclosure of your PIN to any party makes that person thereafter an authorized user of your Card.

## ***Suspension or Termination of Privileges***

We may terminate this Agreement and revoke the Card at any time, but no such termination shall affect your liability under this Agreement for transactions initiated through the use of the Card. The Card will remain our property and may be cancelled at any time without notice and must be surrendered upon request. If you do not intend to continue to use your Card, please destroy it at once and notify us.

## ***Your Liability for Unauthorized Transactions***

Tell us AT ONCE if you believe your Card, PIN or Online Banking Access ID and Passcode (hereinafter referred to as 'Access Device') 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 any amount accessible through overdraft protection). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Access Device without your permission. If you do NOT tell us within two (2) business days after the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.00.

You are not liable for any losses from your Visa® Debit Check Card if you notify us within two business days of discovery that the card was lost or stolen. If you do not tell us within two business days after you learn of the loss or theft of your Visa® Debit Check Card, and we can prove that we could have stopped someone from using your Visa® Debit Check Card without your permission if you had told us, you can lose as much as \$50.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

## ***Foreign Transactions***

For Visa transactions: If you use your card for a transaction denominated in a foreign currency, the transaction will be converted to its US dollar equivalent and deducted from your Card Account. The rate of exchange for international transactions using the Card is the wholesale market rate or government mandated rate in effect for Visa International's processing date, increased by 1.5%.

For MasterCard/Cirrus transactions: If you conduct a transaction with your Card in a country outside the US, Puerto Rico or the US Virgin Islands using the Cirrus/Star Network, there will be a currency conversion assessment of .20% for performing the currency conversion (if non-US denomination) and a Cross Border Assessment charge of .80% on all cross-border transactions.

## ***Business Days***

Our business days are Monday through Saturday. Holidays are not included.

For Online Banking, business days are any calendar day other than Saturday, Sunday, or any holidays recognized by West Suburban Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

## ***How to Notify Us In The Event of An Unauthorized Transfer***

If you believe your Access Device has been lost or stolen, or that someone has transferred or may transfer from your account without your permission, call or write:

**Auditor**  
**West Suburban Bank**  
PO Box 9122  
Lombard, IL 60148  
(630) 652-2000

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## ***Disclosure of Account Information***

We will not, in the ordinary course of business, disclose information to third parties about your account or the transfers you make, except

- (a) when it is necessary for completing transfers,
- (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- (c) in order to comply with government agencies or court orders, or
- (d) if you give us your written permission.

# Terms and agreements

## ***Our Liability For Failure To Make Transfers***

If we do not properly complete a transfer to or from your account 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:

- (a) if, through no fault of ours, your account does not contain enough money to make the transfer,
- (b) if the transfer would go over the credit limit on your overdraft line,
- (c) if the ATM where you are making the transfer does not have enough cash,
- (d) if the terminal or system was not working properly and you knew about the breakdown when making the transfer,
- (e) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken,
- (f) if your account has been tied up by legal proceedings or other action,
- (g) if a merchant or financial institution fails to accept the Card,
- (h) any information provided by you about the Payee/Biller is incorrect.
- (i) there are any delays in the handling of the payment by the Payee/Biller,
- (j) it can be shown that the merchant or biller received the payment within the normal delivery timeframe and failed to process the payment through no fault of Online Banking or our service providers,
- (k) it can be shown that the delay was caused by unusual mailing delays by the US Post Office.

## ***In Case of Errors or Inquiries Concerning Transactions***

In case of errors or questions about your EFT transactions, call or write:

**Auditor**  
**West Suburban Bank**  
PO Box 9122  
Lombard, IL 60148  
(630) 652-2000

as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error
4. For an Online Banking Bill Payment error tell us:
  - \* Checking account number used to pay the bill
  - \* Biller name
  - \* Date the payment sent
  - \* Confirmation number
  - \* Payment amount
  - \* Biller account number for the payment in question.

If you tell us orally, we require that you also send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation 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 45 days (90 for POS) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (5 for Debit Check Card) 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. We ask that you put your complaint or question in writing and if we do not receive it within ten (10) business days, we will not recredit your account.

If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## ***Amendment***

We may add or delete services or amend this Agreement at any time. We will give you at least 21 days notice of any adverse amendment to you at your most recent address as shown in our records. The amendment will be effective unless you return your Card to us and terminate this agreement with us before the end of the 21-day period.

# Terms and agreements

## **General**

- (a) The construction and enforcement of this Agreement shall be governed by the laws of the United States and the State of Illinois,
- (b) any provision of this Agreement that may be prohibited by law shall be ineffective only to the extent of such prohibition,
- (c) to the extent permitted by law, you will pay reasonable costs including attorneys' fees in the event of suit enforcing this Agreement,
- (d) this agreement is binding upon your heirs, personal representatives, and successors and if more than one, jointly and severally.

## **Stop Payments & Preauthorized Transfers**

1. **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing:

**West Suburban Bank** (630) 652-2000

711 S. Meyers Rd., Lombard, IL 60148

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 14 days after you call. We will charge you according to our Service Fee List.

2. **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.
3. **Liability for failure to stop payment or preauthorized transfer.** 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.

## **Safety at the ATM**

West Suburban Bank does everything possible to make banking at ATMs (Automatic Teller Machines) convenient and safe. Our ATMs are well lit, clearly visible from the street and, of course, under constant video surveillance. While we've taken precautions that go above and beyond established standards of ATM security, there are a number of things you can do to ensure safety at the ATM.

### **Approaching the ATM**

Common sense is by far the most important factor in determining if it's safe to approach an ATM, especially at night. Are there suspicious characters lurking around the ATM? Does the ATM site appear unsafe in any way? If so, do not approach the ATM. Choose a different ATM location or come back at a different time. It may be prudent to be accompanied by another person, especially at night.

If you have decided that the ATM is safe to approach, have your ATM card out and ready so you won't have to look through your wallet or purse in the presence of others at the ATM. Having your card ready will also speed up your transaction.

If you are making a deposit into the ATM, keep your deposit concealed as much as possible, particularly if there are others present at the ATM site. You should produce the envelope containing your deposit only when it is time to place the deposit in the ATM.

### ***Conducting Your Transaction***

If you have to wait for another customer to finish a transaction, please respect the other's privacy by standing a good distance back, and by waiting until they have stepped away from the ATM before you approach the machine.

While conducting your transaction, especially if there are other customers behind you, shield the keypad and display screen with your body to prevent anyone else from seeing you enter your PIN (Personal Identification Number) number or from seeing your account information as it appears on the display screen. Privacy can be attained effectively by standing close to and directly in front of the keypad and display screen.

### ***Leaving the ATM***

Do not count or expose any money until you have left the ATM. Simply put it in your pocket along with your Card and receipt. If you choose to discard your receipt, don't leave it where someone else might pick it up, since the receipt contains information about your account.

Additionally, as you leave the ATM site, be cautious of anyone who approaches you or appears to be following you. If you suspect you are being followed, immediately proceed to the nearest open place of business. If this is not possible, head toward a well-lit, well-populated area.

### ***Safety at the Drive-Up ATM***

As with walk-up ATMs, never approach any drive-up ATM site that appears to be in any way unsafe. If the ATM appears safe and you decide to approach it, make sure your doors are locked and your windows are closed (except as necessary to conduct the transaction). After you have completed your transaction, immediately close your window, especially if you are verifying your cash back.

As you leave the drive-up ATM, if you suspect that you are being followed by another car, drive immediately to the nearest police or fire station.

### ***In the Event of a Crime***

In the event of a crime, report the event immediately to the operator of the ATM or to local law enforcement.

### ***Keep Your PIN Number Private***

You can protect yourself against unauthorized use of your Card by keeping your PIN number private. When selecting your PIN number, do not choose a number that would be easy for someone to guess (e.g., your birth date, the last four digits of your social security number, etc.). Never

# Terms and agreements

divulge your PIN over the phone to anyone claiming to be an employee of West Suburban Bank or any other financial institution. West Suburban Bank will never seek to verify your PIN, or any other private financial information, over the phone or by outside email.

If you write down your PIN number, keep the written number separate from your ATM Card. Never write your PIN on your Card.

### ***If Your Card is Lost or Stolen...***

Notify your nearest WSB location. Please refer to the "Your Liability For Unauthorized Transactions" section in this brochure for more information on reporting lost or stolen Cards.

### **Conclusion**

West Suburban Bank appreciates your banking business. Our purpose is to keep our customers informed of the deposit options available at the Bank, as well as the Bank's and customer's responsibilities in guaranteeing a high level of personal and professional service on your accounts. For further information regarding your account or other available services at the Bank, please contact the location nearest you for assistance. Thank you.

## **West Suburban Bank**

*Community Owned*

*Community Staffed*

*Community Involved*

Serving you throughout DuPage,  
Kane, Kendall and Will Counties

### **Aurora**

101 N. Lake St.,  
Aurora, IL 60506\*  
2000 W. Galena Blvd.,  
Aurora, IL 60506\*  
335 N. Eola Rd.,  
Aurora, IL 60504\*

### **Bartlett**

1061 W. Stearns Rd.,  
Bartlett, IL 60103\*

### **Bloomingtondale**

355 W. Army Trail Rd.,  
Bloomingtondale, IL 60108\*

### **Bolingbrook**

672 E. Boughton Rd.,  
Bolingbrook, IL 60440\*  
1104 W. Boughton Rd.,  
Bolingbrook, IL 60440\*

### **Carol Stream**

401 N. Gary Ave.,  
Carol Stream, IL 60188\*  
1380 Army Trail Rd.,  
Carol Stream, IL 60188  
895 E. Geneva Rd.,  
Carol Stream, IL 60188\*

### **Darien**

8001 S. Cass Ave.,  
Darien, IL 60561\*  
1005 75th St., Darien, IL 60561

### **Downers Grove**

2800 S. Finley Rd.,  
Downers Grove, IL 60515\*  
5330 S. Main St.,  
Downers Grove, IL 60515\*

### **Glendale Heights**

1657 Bloomingdale Rd.,  
Glendale Heights, IL 60139

### **Lombard**

711 S. Meyers Rd.,  
Lombard, IL 60148\*  
707 N. Main St.,  
Lombard, IL 60148  
1122 S. Main St.,  
Lombard, IL 60148\*

### **Montgomery**

1830 Douglas Rd.,  
Montgomery, IL 60538\*

### **Naperville**

2020 Feldott Ln.,  
Naperville, IL 60540\*  
1296 E. Chicago Ave.,  
Naperville, IL 60540\*

### **Oakbrook Terrace**

17W754 22nd St.,  
Oakbrook Terrace, IL 60181\*

### **Oswego**

2830 Rt. 34,  
Oswego, IL 60543\*  
1071 Station Dr.,  
Oswego, IL 60543\*

### **Romeoville**

505 N. Weber Rd.,  
Romeoville, IL 60446\*

### **South Elgin**

1870 McDonald Rd.,  
South Elgin, IL 60177\*

### **St. Charles**

315 S. Randall Rd.,  
St. Charles, IL 60174\*  
3000 E. Main St.,  
St. Charles, IL 60174\*

### **Villa Park**

40 E. St. Charles Rd.,  
Villa Park, IL 60181\*

### **Warrenville**

3S041 Rt. 59,  
Warrenville, IL 60555\*

### **Westmont**

6400 S. Cass Ave.,  
Westmont, IL 60559\*

### **Wheaton**

221 S. West St.,  
Wheaton, IL 60187  
295 West Loop Rd.,  
Wheaton, IL 60187\*

### **Yorkville**

10 Saravanos Dr.,  
Yorkville, IL 60560\*

WS24 ATM's available  
at all the above locations.

*Safe deposit boxes are currently  
available at locations marked  
with a \**

**Call Center Number  
for product information:  
(630) 652-2000**

**Community Owned**

**Community Staffed**

**Community Involved**

**W e s t S u b u r b a n B a n k**



***Electronic Funds Transfer Disclosure – Page 30***

***Online Banking – Types of Transactions***

- Up to 24 months of complete internet transactional detail and history
- Account inquires for balances, rates, etc.
- Copies of monthly account statements beginning with service
- Transfers between your accounts at West Suburban Bank (WSB)
- Secure e-mails via the Service's messaging system
- View loan and/or credit card balances
- Payments to loans at WSB
- Payments to WSB Visa<sup>®</sup> accounts
- Purchase savings bonds
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads into Quicken<sup>®</sup> and Microsoft<sup>®</sup> Money
- Order WSB Visa<sup>®</sup> gift cards
- Email notifications of select account activity
- Request copies of documents

***Automatic Teller Machine Card - Page 32 (replaces item b)***

(b) Make deposits to your designated accounts at WSB machines.

***Business Days - Page 37(replaces current section)***

***EFT Business Days***

For Online Banking, business days are Monday through Saturday, excluding Federal Holidays observed by the Bank: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal Service are operating and open for business.



**WEST SUBURBAN BANK**



MEMBER FDIC

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