



## TERMS & AGREEMENTS

### BUSINESS DEPOSIT ACCOUNTS

For purposes of this agreement the words "we", "our", and "us" refer to West Suburban Bank (the "Bank"), the words "you" and "your" refer to the accountholder. The words and phrases in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

#### GENERAL INFORMATION

**ACCEPTANCE & ENFORCEABILITY.** This is a legally binding contract. By signing the Signature Card associated with your deposit account(s) and/or your usage of any account or product described herein, you accept these Terms & Agreements. In connection with these Terms & Agreements, you authorize us to check your credit and business history and to report information regarding your credit history with us to consumer reporting agencies and third parties requesting such information.

From time to time, we may allow some deviation from this standard agreement; however, all deviations must be agreed to, by us, in writing.

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. . If there is a conflict between these Terms & Agreements and something said by one of our employees, the Terms & Agreements will control the resolution of this conflict. You agree to this method of settling any differences. We reserve the right to reject accounts at our sole discretion and the Bank reserves the right to close accounts at any time, at its discretion, for any or no reason.

From time to time, we may allow some deviation from this standard agreement; however, all deviations must be agreed to, by us, in writing.

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

**DISPUTES.** If your deposit account becomes involved in any dispute, your use of it may be restricted. In the event, we become involved in any dispute concerning your account, you agree to compensate and reimburse all costs, charges, and expenses, including reasonable attorney fees, incurred by us as a result of such dispute which we are found not liable. Also, if you report missing, stolen or unauthorized checks, we may recommend that you close your current account and open a new one. If you then decline to do so, we are not liable to you for subsequent losses on the account due to forgery or other fraud. When you open a new account, you must notify any third parties that need to know your new account number.

**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).

**GRANT OF SECURITY INTEREST/OUR RIGHT TO OFFSET.** Notwithstanding any other provision of this Agreement, as security for payment of all of your current and future indebtedness and other liabilities to us, and for all collection expenses including reasonable attorneys' fees, you grant to us a security interest in, and a lien upon, all of your accounts maintained at the Bank. In addition, if you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, the Bank has the right under the law to use the money from your account to pay the debt (called offset). We 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 account, each partner agrees that we may use the money in the account to satisfy any one of their individual obligations. Similarly, each partner agrees that we may use the money in his/her individual account to satisfy obligations in the 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. If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, set off or other equitable process, you agree to waive such exemption to the extent permitted by applicable law.

**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 to waive penalties or service fees.

**CHANGES IN TERMS.** We can change the terms of these Terms & Agreements at any time.

**PROCESSING OF ITEMS.** You agree we are not bound by specific legends on checks. You recognize that we have 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, we 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 Checking or Money Market Accounts. Additionally, if, for example, your checks or withdrawal slips state "requires two signatures if greater than \$500.00," (or any other similar language) 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 (1) 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 we do 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 us. You agree that we 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 we are 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.

**DISCLOSURE OF INFORMATION.** We respect 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. We will not, in the ordinary course of business, disclose information to third parties about your account or the transfers you make, except

- When it is necessary for completing transfers,
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- In order to comply with government agencies or court orders, or
- If you give us permission.

**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 (1) 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 or combination of process of capturing your signature. The Signature Card may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document. You understand and agree that the Bank converts documents including signature cards, account agreements, applications and the like containing original signatures to electronic format and destroys the original paper document in the ordinary course of its business. Electronic information may be used and documents or information produced therefrom shall be considered and used the same as the original. The original is not required and documents or information produced from the electronic copy shall be considered as original. A record or document created in an electronic format is considered the same as and has the same force and effect as those records not produced by electronic means.

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.

**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.

**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 ten (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.

**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 Fee 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.

**SUBSTITUTE CHECKS/CHECK IMAGING.** Unless we specifically permit you to do so, through Mobile Deposit or otherwise, 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.

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 bear 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.

**DEPOSITS.** We reserve the right, at our sole discretion, to refuse a deposit for a new account or subsequent deposit(s) to any existing account. This includes but is not limited to: checks with multiple payees or endorsements, third-party checks, checks which we believe will be uncollectable and second-party government checks. We reserve the right to refuse a deposit that contains more than three hundred (300) items.

**NIGHT DEPOSITORY AND MAIL TRANSACTIONS.** Deposits made at any of our night depositories are removed once a day at approximately 7:00 AM Central Time (CT) on days the lobby is open. For transactions received by mail, we will post the item to your account by approximately 5:30 PM (CT) (1:00 PM CT on Saturday's) on days the lobby is open. All deposits are subject to verification and our funds availability policy. Refer to the section titled "Funds Availability - Your

Ability to Withdraw Funds" for additional information on funds availability. We are not responsible for any deposit either made to a night depository or sent to us until we enter the deposit into our records. Receipts will be mailed the day of processing and are subject to correction if the amount shown on a deposit slip is not the amount received by us. Additionally, the Bank will not utilize a temporary night depository. Only the permanent depository in or affixed to the building will be used. The bank reserves the right to require a formal Night Depository Contract to be signed by Night Depository users.

**STOP PAYMENTS.** Stop payment orders on applicable accounts may be either oral or written, but oral orders shall only be effective for fourteen (14) calendar days unless confirmed in writing and written orders shall only be effective for one-hundred eighty (180) days unless renewed by another written order. Stop payment orders are not guaranteed for the first 24 hours after placement. The Bank may honor checks older than one-hundred eighty (180) days, 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 three (3) banking 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 may 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. You may also stop payments through Online Banking. For the terms and conditions applicable to stop payments through Online Banking please refer to the Business Online Banking, Mobile Banking and Bill Pay Agreement.

**REPLACEMENT OF CASHIER'S CHECKS, CERTIFIED CHECKS OR MONEY ORDERS.** If a Cashier's Check or Money Order is lost, stolen or destroyed and you request its replacement, claims must be made in a form that is satisfactory to us. We may require an indemnity bond to be purchased by the purchaser at their own cost. We may charge you for placing a stop payment order on the original check/Money Order as provided in our Service Fee List.

**ASSIGNMENT.** We do not permit the assignment of a deposit account to another banking entity for the purpose of securing some form of loan relationship.

**CANCELLATION/CLOSE.** We reserve the right to cancel your account at any time upon providing notice and tendering any account balance including any applicable interest due (less any amount due the Bank) by mail to the most recent address listed in our records. Any account with a zero balance may be automatically closed after thirty (30) days.

**NON-SUFFICIENT FUNDS.** If you do not have sufficient collected funds in your account to cover a check, draft, or withdrawal item, such as an in-person withdrawal, ATM withdrawal, or withdrawal by other electronic means, we may charge a fee. We may pay the item or refuse it at our discretion. This in no way should be construed as an application for credit. You are expected to make up any deficiency in your account immediately, including any fees. Any account that is overdrawn more than \$6.00 will be charged a daily overdraft fee per our Service Fee List, beginning on the 4<sup>th</sup> consecutive banking day.

**CREDIT INFORMATION.** In certain circumstances, we report information about account activity to Consumer Reporting Agencies. If you feel that there is an error about any information regarding your account, which we have reported to a Consumer Reporting Agency, please contact:

Collections  
West Suburban Bank  
101 N. Lake St.  
Aurora, IL 60506

**ADDRESS CHANGES.** 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 the address below and we have had a reasonable opportunity to act on such notice.

Auditor  
West Suburban Bank  
711 S. Meyers Rd.  
Lombard, IL 60148

You agree to notify us, in writing, within thirty (30) days of any change in your address. You may also visit any branch to request a change of address.

**BANKING DAYS.** Banking days are defined as 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). Transactions received by a teller at our branches or at the WSB Xpress Interactive Teller Machine (aka WSB Xpress) prior to the end of our banking day, Monday through Saturday, will be posted as of that banking day. Transactions received on Sunday will be posted as of the next banking day. Branch hours of operation are posted at each location or online at [www.westsuburbanbank.com](http://www.westsuburbanbank.com) under "Locations". The cut-off time for deposits made at the Bank ATMs using your Visa Debit Card is 5:00 PM CT Monday through Saturday. If you enroll in Mobile Banking, the cutoff time for transactions made through Mobile Deposit are posted under "Mobile Banking Times & Limits" in the mBanking app or under "Services" at [www.westsuburbanbank.com](http://www.westsuburbanbank.com).

---

## CUSTOMER IDENTIFICATION PROGRAM (CIP) NOTICE

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

What this means for you: When you open an account, we will ask 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.

---

## ELECTRONIC DISCLOSURE

This disclosure contains important information about our Electronic Statement product, also referred to as eStatements.

## **eStatement Delivery**

Our Online Banking customers already experience the convenience of viewing periodic account statements online. Additional convenience and security can be achieved by enrolling in our eStatement product. When you enroll for eStatements, you will eliminate the delivery of paper statements.

Our eStatement product is easy to use, simply login and navigate to the "Statement" link within the Online Banking service.

Upon enrollment of eStatements, you may receive a paper statement, as well as an electronic version for the first cycle date after enrollment. After the first statement cycle, your periodic account statements will only be accessible through our Online Banking service.

## **Electronic Communications**

Once you enroll for eStatements, you agree that we may provide you with any further amendments, all legal and regulatory disclosures, as well as all periodic statements electronically either through your online banking account or your primary email address you have provided to us or any combination of these means. The Bank reserves the right to send paper communications to you at any time at its sole discretion.

## **Email Reminders**

Each month we will send an email notice to you advising you of the availability of your eStatement with instructions on how to access it. An electronic record is deemed sent when the Bank sends an alert notifying you of the availability of the record. An electronic record is considered received by you once the alert notifying you that the electronic record is available for your viewing.

It is your responsibility to update us with any change in your email address. You can change the email address for the statement alert at any time by accessing "All Services and Settings" under the "Quick Links" or "Security Settings" and selecting "Change phone, email or address" within the Online Banking service.

## **Statement Availability**

Your eStatement will be securely available for viewing for a period of twenty-four (24) months. Check images can also be easily accessed online for twenty-four (24) months. Both eStatements and check images may be downloaded or printed for permanent retention.

You may download or print eStatements or check images from your computer provided you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

## **Enrolling for eStatements**

You may enroll for eStatements as part of the Online Banking enrollment process, or you can "Opt-In" at any time by clicking on the "Statement" link or by accessing the "All Services and Settings" page within the Online Banking service. You must use your primary personal computer for the initial set up.

You can choose to receive eStatements for any or all of your accounts which offer an electronic statement within the Online Banking service. However, if you have combined statements and sign up for eStatements, you will not receive a paper statement for any of the accounts included within your combined statement.

Furthermore, you agree that we may consider your consent to receive disclosures and periodic statements electronically, as well as any other actions you take with respect to this agreement, to apply to all other account holders, if applicable.

## **Withdrawal of Consent**

You may withdraw consent for electronic delivery of disclosures and periodic statements, but by doing so, it will not affect the legal effectiveness, validity, or enforceability of electronic records that were made available to you prior to the implementation of your withdrawal.

To withdraw consent simply "Opt-Out" of eStatements by clicking on the "Statement" link or by accessing the "All Services and Settings" page within Online Banking. If you "Opt-Out" of eStatements, we will resume delivery of your paper statements by U. S. Mail. It could take up to forty five (45) days before you begin receiving the paper statement.

If your account is closed, you will receive your final statement in the manner designated at the time of production.

## **How to Obtain a Paper Copy**

You may request the Bank mail you a paper version of a statement, disclosure, notice, records or other information that you received electronically. If you request a paper copy of a statement or any other documents you receive electronically, you may be charged a fee according to our Service Fees List. To request a paper copy of any document relating to your account, you may call Customer Service at 630-652-2000 or stop by any branch location for assistance.

### Hardware and Software Requirements

If you can access the Online Banking service, you should be able to access your eStatements. You do not need any special hardware or software to access eStatements. However, prior to enrolling for eStatements, you should verify that you have, at the minimum, the following hardware and software:

- Internet Access.
- A computer and Internet browser that can support 128-bit encryption.
- Note: For security purposes, you should use the most current version of either: Microsoft Internet Explorer, Netscape Navigator/Communicator, or AOL's browser. The most current browser versions are typically more secure and will support 128 bit encryption. Browser upgrades are accessible on the Internet banking login page.
- You must have software which permits you to receive and access Portable Document Format of "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html> ). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.
- Access to a printer or storage media such as a hard drive so that you can download and/or print disclosures and/or statements for your records.
- To retain a copy of the disclosures, notices, terms and conditions, other documents, your device must have the ability to download and store PDF files.
- An external email address.

We may revise hardware and software requirements, and if there is a chance that the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving statements and disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

### Cancellation

Your Online Banking services remain in effect until they are terminated by you or the Bank. You may cancel your services at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Customer Service at 630-652-2000. This cancellation applies to your Online Banking services and mBanking services, and does not terminate your Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not required to do so. When we remove the service, your statement will revert back to a paper format that will be sent by U.S. Mail.

### Updated Contact Information

If your email address changes, you agree to provide us with your new email address as soon as possible. You can change your email address at any time by accessing the "All Services and Settings" page within the Online Banking service. If you do not provide us with notice of your new email address, the next time you log on to our Online Banking service, you may be required to update your email information before you can proceed.

---

### PROHIBITION AGAINST UNLAWFUL INTERNET GAMBLING

The Unlawful Internet Gambling Enforcement Act of 2006 and the implementing Regulation GG, prohibits commercial customers from receiving deposits or other credits of any kind relating to the operation of an illegal Internet gambling business.

As defined by Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by what is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made".

As a customer of the Bank you should be aware of the following:

- We will not knowingly open an account for a business that primarily engages in gambling via the Internet.
- Restricted transactions are prohibited from being processed through your account or banking relationship with us.
- In the event we gain actual knowledge that a commercial account has processed restricted transactions or engages in Internet gambling activity, we may elect to close the account.

---

### TYPES OF 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.

**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 and may refuse to open the account at its discretion.

---

## FUNDS AVAILABILITY - YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your savings and checking deposits available to you on the first banking day after the day we receive your deposit. Cash, wire transfer, direct deposits and other electronic transfers will be available on the day we receive the deposit. Deposits, including cash, made at an ATM will also be available to you on the first banking day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Certain types of deposits may not be available on the first banking day after the day we receive your deposit.

For determining the availability of your deposits, every day is a banking day, except Sundays, and the following federal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If you make a deposit before our branch closing time, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-banking day, we will consider that the deposit was made on the next banking day we are open. Funds mailed to us will be considered deposited on the banking day they are received and processed by us. Funds deposited to a night depository, lock box or similar facility will be considered deposited on the banking day they are removed from such facility and processed. If you enroll in Mobile Deposit, the cutoff time for transactions made through Mobile Deposit are posted under "Mobile Banking Times & Limits" in the mBanking app or under "Services" at [www.westsuburbanbank.com](http://www.westsuburbanbank.com). If you make a Mobile Deposit after the Mobile Deposit cut-off time, the Mobile Deposit will be processed on the next Mobile Deposit banking day.

**Schedule of Cut-off Times.** Transactions received by a teller at the branches or WSB Xpress during business hours on regular banking days will be posted the date received. Our cut-off time for deposits made with a Visa Debit Card at the Bank ATMs is 5:00 PM CT Monday through Saturday. If you enroll in Mobile Deposit, the cutoff time for transactions made through Mobile Deposit are posted in the mobile banking app under "Mobile Banking Times & Limits" or under "Services" at [www.westsuburbanbank.com](http://www.westsuburbanbank.com). After the Mobile Deposit cut-off time, the Mobile Deposit will be processed on the next Mobile Deposit banking day. Transactions received at the branches during business hours on regular banking days will be posted the date received.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first banking day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second banking day after the day of your deposit. However the first \$200 of your deposits will be available on the first banking day.

If we are not going to make all of the funds from your deposit available on the first banking day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice not later than the banking day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available at the time you make the deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you, if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth banking day after the day of your deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open.

Funds from cash, wire transfer, direct deposits and other electronic transfer deposits to your account will be available on the day we receive the deposit. The first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first banking day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the fifth banking day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second banking day after the day of your deposit. Funds from all other check deposits will be available on the fifth banking day after the day of your deposit.

**Check Cashing – Holds on Other Funds.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### **Substitute Checks and Your Rights.**

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

**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that it was posted to your account, please call or write us at:

West Suburban Bank  
711 S. Meyers Rd.  
Lombard, IL 60148  
(630) 652-2000

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

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

Your claim must include;

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

**Summary of the Bank Funds Availability Policy for Savings and Checking Accounts.**

**Deposits Made At Teller Windows\***

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	On the day of deposit	Monday
All checks	On the first banking day after the day of your deposit	Tuesday

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

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:
All deposits at a WSB ATM	On the first banking day after the day of your deposit	Tuesday

\* Deposits made on a non-banking day will be considered deposited to your account as of the next banking day we are open.

\*\* Automatic Teller Machine deposits made on a banking day after 5:00 PM CT, or on a day we are not open will be considered deposited to your account as of the next banking day we are open.

**TERMS AND CONDITIONS COVERING ELECTRONIC FUNDS TRANSFERS**

We have a variety of electronic banking products available for our business customers, and will add such products from time-to-time. The products and services described below are for use by you as a business customer and should not be used for personal, family or household purposes. Your transactions will not be covered by consumer protection laws, such as Regulation E.

**Online Banking.** Online banking gives you control over nearly every aspect of managing your Bank accounts. It offers access to daily balances and up to twenty-four (24) months of detailed statements and transaction history. The following is only a summary of our Online Banking service and the full terms governing Online Banking are set forth in the Business Online Banking, Mobile Banking and Bill Pay Agreement.

**Types of Transactions and/or Services:**

- Up to twenty-four (24) months of complete internet transactional detail and history
- Account inquires for balances, rates, etc.
- Copies of monthly account statements and loan notices beginning with service
- Transfers between your accounts at the Bank Secure e-mails via the Service's messaging system
- View loan and/or credit card balances
- Payments to loans at the Bank
- Online check reorders
- Online Bill Payment
- Stop payments on checks that you have written
- Transaction downloads into Quicken® and Microsoft® Money
- Notify Me Alerts (E-mail notifications/Text Alerts of select account activity)
- Request copies of documents

Online banking provides you with convenient online services. You can easily send secure e-mail to us, 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**

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 U.S. Postal address. Due to liability issues, we cannot guarantee payments to federal, state or local tax agencies. Otherwise, there is no limit to whom you pay or how many billers you may establish. We maintain a large database of regional and 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.

### **Transfers**

The daily limit for the total dollars of transfers is governed by the system's available balance in the account selected for making the transfer. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your transfers. The transfers will normally be charged to your account on the date you request the transfer be made, provided your account's available balance on such date is sufficient to cover the transfer.

If for any reason a scheduled transfer processed through the system is declined, it will automatically be rescheduled for the following banking 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 transfer your funds on the following banking days until there are sufficient funds, or you cancel or reschedule it.

**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 "All Services and Settings" 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 (1) banking day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact the 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 twenty-four (24) hours from the time of the request due to timing issues. The stop payment request will be valid for one-hundred eighty (180) days 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. For questions, inquires or to cancel a bill payment, you will need to contact us.

**Mobile Banking (mBanking).** Access your Bank accounts via mBanking using your mobile device\*. The applications necessary to use Mobile Banking (mBanking) are available for select Mobile Devices in the iTunes, Google Play, or Amazon App stores. To login, use your usual Online Banking Access ID and passcode. Our Mobile Banking service provides the following capabilities:

- Account details
- History
- Account balances
- Immediate transfer of funds between Bank accounts
- Bill Payment (Schedule payments for existing payees only, Must be signed up for Bill Payment service) Mobile Deposit\*\*
  - Fees may apply as disclosed in our Service Fee List.
- Text Banking (SMS)
- ATM and Branch Locations

\* Not all Mobile Devices or cell plans are compatible. Please check your service plan provider. The Bank does not charge for mobile banking service. However, depending on your rate plan with your service provider, you may incur charges when accessing the internet. If you are unsure that you have internet access or are having difficulty accessing the site, contact your Mobile Device service provider.

\*\*Deposits are subject to verification and may not be available for immediate withdrawal. Deposit limits apply. Please refer to the "Mobile Banking Times & Limits" in the mBanking app or under "Services" at [www.westsuburbanbank.com](http://www.westsuburbanbank.com). Other restrictions apply. Message and data rates may apply. Such charges include those from your communications provider.

**Automated Teller Machine.** When using our Automated Teller Machines (ATMs), you may use your access card to:

- Withdraw cash from an account designated to be accessed by your card.
- Make deposits to your designated accounts at Bank machines.
- Transfer funds between designated accounts.
- Make balance inquiries on designated accounts.
- Conduct Point-of-Sale (POS) transactions at selected locations.

Some of these services may not be available at all terminals or to all customers. Deposits at non Bank ATMs are not permitted. If using a non Bank ATM you may be charged a fee per our Service Fee List. 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 the bank's normal cutoff time 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.

**Business Visa® Debit Card.** Your Bank Business Visa® Debit Card can be utilized to:

- Transact the same as an Automatic Teller Machine (ATM) card (see Automated Teller Machine section).
- Purchase goods or pay for services anywhere the Visa® logo is displayed.
- Secure cash advances at any financial institution where the Visa® 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. We may charge any overdraft (and



fees) to any other matching titled account you have with the Bank.

**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.

You can arrange to have recurring transactions automatically paid from your account. All preauthorized withdrawals will be honored unless a stop payment is issued.

Your ability to withdrawal funds from certain types of accounts may be limited, as discussed in greater detail herein.

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

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

If you have arranged to have direct deposits or withdrawals on your account, those transactions will show on your account statement. If you would like to verify a transaction prior to the issuance of your statement, you may do so by calling Customer Service (630) 652-2000.

**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.

#### **Types of Transactions**

- Make balance and interest inquiries on deposit and loan accounts.
- Transfer funds from any deposit account.
- Inquire on a specific check number.
- Inquire on your account activity since your last statement.
- Make a Bank loan payment.
- Receive an up to date checking statement via your fax machine.

Requests for transfer made via Online Banking and Telebank 24 must be made before 6:00 PM CT Monday through Saturday for credit on the same banking day. Requests after these times or on Sundays and holidays will be processed on the following banking day. (These cut off times do not apply to tellers at the branches or WSB Xpress, or ATMs)

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

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 and indemnify the Bank for any unauthorized request using your Telebank 24 Access Code and PIN.

**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 purchase terminals or where checks are submitted to a lock box for processing.

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.**

- Cash withdrawals from ATMs or purchases made with the card will only access the collected balance in your account(s).
- You may withdraw up to \$520.00 per card per 24 hour period (midnight to midnight), including surcharge fees. ATM activity is limited to six (6) ATM transactions per day, which consists of any combination of withdrawals, deposits, inquiries, and/or transfers. 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 funds transfer.
- You may transact with your card for up to your predetermined limit per 24 hour period (midnight to midnight) or fifteen (15) transactions, whichever is first, for all PIN-based transactions. Limits range from \$500.00 - \$10,000.00.
- You may transact with your card for up to your predetermined limit per 24 hour period (midnight to midnight) or fifteen (15) transactions, whichever is first, for all signature-based transactions. Limits range from \$500.00 - \$10,000.00.

#### **Documentation of Transactions.**

- **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.
- **Periodic Statements.** All transactions will be documented on a regular periodic statement.

- **Electronic Deposits/Withdrawals.** If you have arranged to have direct deposits or withdrawals on your account, those transactions will show on your account statement. If you would like to verify a transaction prior to the issuance of your statement, you may do so by calling Customer Service (630) 652-2000.

**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.

**Foreign Transactions.**

A Foreign Transaction fee is a fee, which will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, VISA® will convert the transaction into U.S. Dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from the range of rates available in the wholesale currency markets for the applicable central processing date (which may be different from the rate VISA® itself receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction. For VISA® transactions: If you use your Card for transactions in foreign countries and/or foreign currencies, the transactions will be assessed an international transaction fee of 2.50% on the converted U.S. dollar amount.

For MasterCard/Cirrus transactions: If you conduct a transaction with your Card in a country outside the USA, Puerto Rico or the U.S. Virgin Islands using the Cirrus/Star Network, there will be a currency conversion assessment of 0.20% for performing the currency conversion (if non-US denomination) and a Cross Border Assessment charge of 0.80% on all cross-border transactions.

**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. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account.

Call or write the following as soon as you can:

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

**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 are not liable for, though not limited to, the following:

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

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

In case of errors or questions about your EFT transactions, call or write the following as soon as you can:

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

If you think a transaction is incorrect or if you need more information about a transfer listed on your account or receipt, we must hear from you no later than two (2) days after the transaction has posted. Certain ACH codes CCD (Concentrated Cash or Disbursement) and CTX (Corporate Trade Exchange) require notice by you to us no later than 24 hours from posting of the transaction indicating it was not authorized. If notice is received after 24 hours from posting, you may be liable for the entire amount of the unauthorized transaction.

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) banking days.

Within ten (10) banking days after hearing from you, we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) banking days (five (5) banking days for Debit Check Card transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing, and we do not receive it within ten (10) banking days, we may not credit your account provisional credit during our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) banking days to credit your account for the amount you think is in error.

We will tell you the results within three (3) banking days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Stop Payments & Preauthorized Transfers.**

**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  
711 S. Meyers Rd.  
Lombard, IL 60148  
(630) 652-2000

in time for us to receive your request three (3) banking days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you according to our Service Fee List.

**Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

**You May Also Stop Payment through Online Banking.** For the terms and conditions applicable to stop payments through Online Banking please refer to the Business Online Banking, Mobile Banking and Bill Payment Agreement.

**Safety at the ATM or WSB XPRESS.**

The Bank does everything possible to make banking at the Automatic Teller Machines (ATM) and WSB Xpress convenient and safe. Our ATMs and WSB XPRESS 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 and WSB XPRESS security, there are a number of things you can do to ensure safety at the ATM or WSB XPRESS.

**Approaching the ATM or WSB XPRESS.**

Common sense is by far the most important factor in determining if it's safe to approach an ATM or WSB XPRESS, especially at night. Are there suspicious characters lurking around the ATM or WSB XPRESS? Does the ATM or WSB XPRESS site appear unsafe in any way? If so, do not approach the ATM or WSB XPRESS. Choose a different ATM or WSB XPRESS 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 or WSB XPRESS 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 or WSB XPRESS. Having your card ready will also speed up your transaction.

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

**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 moved away from the ATM or WSB XPRESS 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 or WSB XPRESS.**

Do not count or expose any money until you have left the ATM or WSB XPRESS. Secure it or simply put it away 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 or WSB XPRESS 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 banking. If this is not possible, head toward a well-lit, well-populated area.

**Safety at the Drive-Up ATM or WSB XPRESS.**

As with walk-up ATMs or WSB XPRESS, never approach any drive-up ATM or WSB XPRESS site that appears to be in any way unsafe. If the ATM or WSB

XPRESS site 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 or WSB XPRESS, 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 WSB XPRESS and to local law enforcement.

***Keep Your PIN Private.***

You can protect yourself against unauthorized use of your Card by keeping your PIN private. When selecting your PIN, 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 divulge your PIN over the phone to anyone claiming to be an employee of the Bank or any other financial institution. The Bank will never seek to verify your PIN, or any other private financial information, over the phone or by outside e-mail. If you write down your PIN, keep the written number separate from your ATM Card. Never write your PIN on your Card.

---

**BUSINESS INVESTMENT SAVINGS ACCOUNT DISCLOSURES**

***THE FOLLOWING DISCLOSURES APPLY TO ALL TYPES OF BUSINESS SAVINGS ACCOUNTS; EXCEPTIONS APPLY ONLY WHERE INDICATED:***

***Definition.*** A Business 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.

***Interest.*** Your interest rate and annual percentage yield are not based on any index and may change at our discretion. Interest shall accrue daily on the account. For all deposits, interest begins to accrue on the day the deposit is credited to your account and to the day before the withdrawal. If you close your account before interest is credited, you may not receive the accrued interest. If you maintain the specified minimum balance, 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 and compounded monthly. The interest paid will be reflected on your statement. 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.

***Deposits.*** You can 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, sent to us by mail or through Mobile Deposit. 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 on a non-banking day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next banking 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.

***Mobile Deposit*** – You may deposit items electronically using your supported Mobile Device by transmitting images to the Bank for deposit into your Savings Account. All Mobile Deposits are governed by the Bank Mobile Terms and Conditions and End User Terms for Mobile Deposit. Please refer to the “Mobile Banking Times & Limits” in the mBanking app or under “Services” at [www.westsuburbanbank.com](http://www.westsuburbanbank.com) for current Mobile Deposit Cut-off times and Deposit Limitations.

***Withdrawals.*** You may withdraw funds at any time from the account by filling out a withdrawal form or on forms furnished and approved by the Bank. Notice of withdrawal may be given by mail, messenger, standing order, or by appearance in person at the offices or premises of the Bank. You may make up to four (4) withdrawals per month at no charge. Withdrawals that exceed four (4) per month will be charged per our Service Fee List. The Bank may act upon the direction of any of the Depositors and may act on instructions of anyone identified as the depositor (or one of the depositors). Payments may be made by check or in 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. When an account is closed within ninety (90) 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 (6) 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 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 for over thirty (30) days may automatically close that account. We are not liable for any withdrawal or other order after an account is closed.

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

***Notice of Withdrawal.*** The Bank may at any time require at least seven (7) days prior written notice of your intent to withdraw funds from the account.

***Statements.*** If you have a checking account at the Bank in addition to your Business 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 (1) statement. You have thirty (30) days from the time the Bank mails your statement or delivers your statement electronically 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 issues. 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.

***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 fee and service charges promptly, if applicable, and authorize us to charge your account for these amounts. See our Service Fee List for account monthly fees and charges. The Bank reserves the right to periodically waive any or all services charges. This does not preempt or waive our right to charge the service fee in the future.

**Minimum Balance.** The minimum balance to obtain the stated interest rate and annual percentage yield is \$100.00. The minimum balance to open the account is \$100.00.

**Inactive Accounts.** If two (2) years go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. The account may incur an additional dormant account charge as indicated on the Service Fee List.

---

#### BUSINESS CERTIFICATE OF DEPOSIT ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES APPLY TO ALL TYPES OF BUSINESS CERTIFICATE ACCOUNTS; EXCEPTIONS APPLY ONLY WHERE INDICATED:**

**Definition.** A Business 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.

**Interest.** Your interest rate and annual percentage yield are not based on any index and may change at our discretion. Interest shall accrue daily on the account. For all deposits, interest begins to accrue on the day the deposit is credited to your account and to the day before the withdrawal. If you maintain the specified minimum balance, your account will earn an interest rate established by the Bank, which may be changed at our discretion. Interest may be credited monthly to your Bank checking or savings account via electronic transfer. For terms less than twelve (12) months, interest will be credited and compounded at maturity. 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. 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.

**Deposits.** You can make your opening deposit in any amount in excess of the required minimum in the form of cash, checks, or other instruments acceptable to us. Deposits made on a non-banking day may be held by the Bank for safekeeping and treated as having been deposited or received as of the next banking day. You may not add funds to an existing account.

**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 early withdrawal penalty may be imposed as detailed below:

**10 – 14 days = 14 days loss of interest**  
**15 – 89 days = 30 days loss of interest**  
**90 – 364 days = 90 days loss of interest**  
**365 – 999 days = 180 days loss of 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.

**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.

**Notice of Withdrawal.** The Bank may at any time require seven (7) days prior written notice of your intent to withdraw funds from the account.

**Renewal.** The Bank issues non-renewable Certificates for businesses. This will be designated on the face of the Certificate receipt. Since your Certificate does not automatically renew, interest will not be earned past its maturity date. The Bank may call a non-renewable Certificate of Deposit for payment any time after the first year before maturity if the Certificate maturity is more than one (1) year. 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. Non-renewable Certificates of Deposit do not earn interest after maturity.

**Notices of Maturity.** The Bank will mail you a notice before the maturity date of your Certificate of Deposit advising you of the upcoming maturity date.

**Minimum Balance.** The minimum balance to open the account is \$2,500.00. There is no minimum balance to earn the stated interest rate and annual percentage yield.

---

#### BUSINESS MONEY MARKET ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES APPLY TO ALL TYPES OF BUSINESS MONEY MARKET ACCOUNTS; EXCEPTIONS APPLY ONLY WHERE INDICATED:**

**Definition.** A Business 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.

**Interest.** Your interest rate and annual percentage yield are not based on any index and may change at our discretion. Your collected daily balance determines whether or not your account earns interest. If you maintain the specified minimum balance, 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 banking day after deposits are credited (e.g., if you make a deposit on banking day Monday, interest will begin to accrue on banking day Wednesday). Interest accrues to the day before the withdrawal. Interest is credited and compounded 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. 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.

**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, sent to us by mail, or through Mobile Deposit. 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 on a non-banking day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next banking 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.

**Mobile Deposit** – You may deposit Items electronically using your supported Mobile Device by transmitting Images to the Bank for deposit into your Business Money Market Account. All Mobile Deposits are governed by the Bank Mobile Terms and Conditions and End User Terms for Mobile Deposit. Please refer to the “Mobile Banking Times & Limits” in the mBanking app or under “Services” at [www.westsuburbanbank.com](http://www.westsuburbanbank.com) for current Mobile Deposit Cut-off times and Deposit Limitations.

**Withdrawals.** You may withdraw funds at any time from the account by writing checks or on forms furnished and approved by the Bank. You may make up to six (6) withdrawals a month by check (inclearing), six (6) withdrawals electronically or a combination of both totaling no more than six (6) during a statement period at no charge. Withdrawals that exceed six (6) will be charged per our Service Fee List. 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 (1), and may act on instructions of anyone identified as the depositor (or one of the depositors). 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. When an account is closed within ninety (90) 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 (6) preauthorized transfers, automatic transfers or checks may be debited from your money market account during each calendar month. 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 and are included in this limit. If the activity occurs more than three (3) times in a 12 month period, your account will be converted to a more suitable account, subject to the terms & conditions of that 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 after thirty (30) days. 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.

**Checks.** 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 presentment 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.

**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 which cause your account to be overdrawn, 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 over-draft 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. If you do not have sufficient collected funds in your account, an NSF Charge found on our Service Fee List may be charged if an overdraft is created by Check, in-person withdrawal or other electronic means as applicable. A daily overdraft fee may be assessed to your account for each day that your account is overdrawn more than \$6.00, beginning on the 4<sup>th</sup> consecutive day. We may pay the item or refuse it at our discretion. One-time debit card transactions and ATM withdrawals that overdraft the account will not be permitted. This in no way should be construed as an application for credit. You are expected to make up any deficiency in your account immediately, including any fees. 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.

**Notice of Withdrawal.** The Bank may at any time require at least seven (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.

**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 (1) statement. You have thirty (30) days from the time the Bank mails your statement or delivers your statement electronically 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 a 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.

**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 the monthly 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. The bank reserves the right to periodically waive any or all services charges. Our so doing, does not preempt or waive our right to

charge the service fee in the future.

**Minimum Balance.** Minimum balance to open the account is \$100.00. Minimum balance required on the account to obtain the stated interest rate and annual percentage yield is \$2,500.00. Minimum balance to avoid the monthly fee, as stated on the Service Fee List, is \$5,000.00. Balances greater than \$2,500.00 and less than \$10,000.00 will earn the Flexible Checking Account interest rate for those days.

**Inactive Accounts.** If two (2) 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 \$5,000.00 minimum balance, the account may incur an additional dormant account charge as indicated on the Service Fee List.

---

## BUSINESS CHECKING ACCOUNT DISCLOSURES

### **THE FOLLOWING DISCLOSURES APPLY TO ALL TYPES OF BUSINESS CHECKING ACCOUNTS; EXCEPTIONS APPLY ONLY WHERE INDICATED:**

**Definition.** A Business Checking Account is an account which allows deposits, withdrawals and provides you with the right to draw checks or drafts against deposits in the account.

**Interest.** Your interest rate and annual percentage yield are not based on any index and may change at our discretion. Your collected daily balance determines whether or not your account earns interest. If you maintain the specified minimum balance, 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 banking day after deposits are credited (e.g., if you make a deposit on banking day Monday, interest will begin to accrue on banking day Wednesday). Interest accrues to the day before the withdrawal. Interest is credited and compounded 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. 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.

**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, sent to us by mail or through Mobile Deposit. 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 on a non-banking day, may be held by the Bank for safekeeping and treated as having been deposited or received as of the next banking 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.

**Mobile Deposit** – You may deposit Items electronically using your supported Mobile Device by transmitting Images to the Bank for deposit into your Business Checking Account. All Mobile Deposits are governed by the Bank Mobile Terms and Conditions and End User Terms for Mobile Deposit. Please refer to the “Mobile Banking Times & Limits” in the mBanking app or under “Services” at [www.westsuburbanbank.com](http://www.westsuburbanbank.com) for current Mobile Deposit Cut-off times and Deposit Limitations.

**Withdrawals.** You may withdraw funds at any time from the account by writing checks or on forms furnished and approved by the Bank. There is no charge for the first 15 checks that are drawn/clear against your account. 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 (1), and may act on instructions of anyone identified as the depositor (or one of the depositors). 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 after thirty (30) days. 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.

**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 presentment 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.

**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 which cause your account to be overdrawn, 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. If you do not have sufficient collected funds in your account, an NSF Charge found on our Service Fee List may be charged if an overdraft is created by Check, in-person withdrawal or other electronic means as applicable. A daily overdraft fee may be assessed to your account for each day that your account is overdrawn more than \$6.00, beginning on the 4<sup>th</sup> consecutive Banking day. We may pay the item or refuse it at our discretion. One-time debit card transactions and ATM withdrawals that overdraft the account will not be permitted. This in no way should be construed as an application for credit. You are expected to make up any deficiency in your account immediately, including any fees. 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.

### **Notice of Withdrawal.**

The Bank may at any time require seven (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.

**Statements.** Each month the Bank will send you a statement of your account. You have thirty (30) days from the time the Bank mails your statement or delivers your statement electronically 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 a 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.

**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 the monthly 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. The bank reserves the right to periodically waive any or all services charges. Our so doing, does not preempt or waive our right to charge the service fee in the future. If applicable, Earnings Credit may offset any fees based on balance carried in the account.

**Minimum Balance.** Minimum balance to open the account is \$100.00. Minimum balance required to obtain the stated interest rate and annual percentage yield is \$2,500.00 for Small Organization and Sole Proprietorship accounts.

**Inactive Accounts.** If six (6) months go by and you have not made a deposit or withdrawal from your account, your account will be considered dormant. The account may incur an additional dormant account charge as indicated on the Service Fee List.

**GENERAL.**

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

**CONCLUSION.**

The Bank appreciates your banking business. These Terms & Agreements are intended to keep our customers informed of the deposit options available at the Bank as well as customer responsibilities. Additionally, these Terms & Agreements present the Bank's responsibilities in guaranteeing a high level of personal and professional service for your accounts. For further information regarding your account or other available services at the Bank, please contact the location nearest you for assistance or call Customer Service at (630) 652-2000. Thank you.

**INDEX**

**GENERAL INFORMATION** ..... 1-3

    ACCEPTANCE AND ENFORCEABILITY ..... 1

    FDIC INSURANCE ..... 1

    DISPUTES ..... 1

    INDEMNITY ..... 1

    GRANT OF SECURITY INTEREST/OUR RIGHT TO OFFSET ..... 1

    WAIVER ..... 1

    CHANGES IN TERMS ..... 1

    PROCESSING OF ITEMS ..... 1-2

    DISCLOSURE OF INFORMATION ..... 2

    AUTHORIZED SIGNATURE ..... 2

    PREAUTHORIZED DRAFTS ..... 2

    DEATH OR INCOMPETENCE ..... 2

    RETURNED ITEMS ..... 2

    SUBSTITUTE CHECKS/CHECK IMAGING ..... 2

    DEPOSITS ..... 2

    NIGHT DEPOSITORY AND MAIL TRANSACTIONS ..... 3

    STOP PAYMENTS ..... 3

    REPLACEMENT OF CASHIER'S CHECKS OR MONEY ORDERS ..... 3

    ASSIGNMENT ..... 3

    CANCELLATION/CLOSE ..... 3

    NON-SUFFICIENT FUNDS ..... 3

    CREDIT INFORMATION ..... 3

    ADDRESS CHANGES ..... 3

    BANKING DAYS ..... 3

**CUSTOMER IDENTIFICATION PROGRAM (CIP) NOTICE** ..... 3

**ELECTRONIC DISCLOSURE** ..... 3-5

    eSTATEMENT DELIVERY ..... 4

    ELECTRONIC COMMUNICATIONS ..... 4

    EMAIL REMINDERS ..... 4

    STATEMENT AVAILABILITY ..... 4

    ENROLLING FOR eSTATEMENTS ..... 4



WITHDRAWAL OF CONSENT .....	4
HOW TO OBTAIN A PAPER COPY .....	4
HARDWARE AND SOFTWARE REQUIREMENTS .....	5
UPDATED CONTACT INFORMATION .....	5
<b>PROHIBITION AGAINST UNLAWFUL INTERNET GAMBLING .....</b>	<b>5</b>
<b>TYPES OF BUSINESS ACCOUNTS .....</b>	<b>5</b>
AGENCY AND FIDUCIARY ACCOUNTS .....	5
<b>FUNDS AVAILABILITY – YOUR ABILITY TO WITHDRAW FUND .....</b>	<b>6</b>
<b>SUBSTITUTE CHECKS AND YOUR RIGHTS .....</b>	<b>6</b>
<b>TERMS &amp; CONDITIONS COVERING ELECTRONIC FUNDS TRANSFERS .....</b>	<b>7-12</b>
ONLINE BANKING .....	7
ONLINE BILL PAYMENT .....	7
TRANSFERS .....	7
SPECIAL INFORMATION ABOUT THE STOP PAYMENT, CHECK ORDERS, ADDRESS CHANGE, ORDER DOCUMENTS, SECURE EMAIL & SECURE FILE DELIVERY SERVICES .....	7
MOBILE BANKING .....	8
AUTOMATED TELLER MACHINE .....	8
BUSINESS VISA® DEBIT CARD .....	8
ELECTRONIC DEPOSITS/WITHDRAWALS .....	8
FUNDS TRANSFER / TELEBANK 24 .....	9
REPRESENTED CHECK ENTRY .....	9
FREQUENCY OR DOLLAR AMOUNT OF TRANSACTION .....	9
DOCUMENTATION OF TRANSACTIONS .....	9
USE OF CARD, PIN AND TERMINALS .....	9
SUSPENSION OF TERMINATION OF PRIVILEGES .....	9
FOREIGN TRANSACTIONS .....	9
YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS .....	10
OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS .....	10
IN CASE OF ERRORS OR INQUIRIES CONCERNING TRANSACTIONS .....	10
STOP PAYMENTS AND PREAUTHORIZED TRANSFERS .....	10-11
SAFETY AT THE ATM OR WSB XPRESS .....	11
KEEP YOUR PIN PRIVATE .....	11
<b>BUSINESS INVESTMENT SAVINGS ACCOUNT DISCLOSURES .....</b>	<b>12-13</b>
<b>BUSINESS CERTIFICATE OF DEPOSIT ACCOUNT DISCLOSURES .....</b>	<b>13-14</b>
<b>BUSINESS MONEY MARKET ACCOUNT DISCLOSURES .....</b>	<b>14-15</b>
<b>BUSINESS CHECKING ACCOUNT DISCLOSURES .....</b>	<b>15-16</b>
<b>GENERAL .....</b>	<b>16-17</b>
<b>CONCLUSION .....</b>	<b>17</b>



(THIS PAGE INTENTIONALLY LEFT BLANK)