

# **WELCOME TO BANK OF PONTIAC**





TOGETHER WE'RE BETTER!



We are excited about the merger and partnership between First Farmers State Bank and Bank of Pontiac that occurred on April 1, 2021. The merger will allow us the opportunity to offer more product options, maintain our commitment to assist customers with their financial needs, and build long-lasting relationships. At the time of the merger, First Farmers State Bank was officially renamed as Bank of Pontiac. However, please know that you will continue to be greeted and served by many familiar faces from First Farmers State Bank.

Thank you for placing your trust and confidence in us. We look forward to meeting you and invite you to call with any questions you may have. At Bank of Pontiac, we believe that "Together, We're Better."

Sincerely,

William E. Kauffman

William E. Kauffman President & CFO

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### **ACCOUNT CONVERSION**

Over the weekend of **August 27, 2021**, your accounts will be converted from First Farmers State Bank's operating system and be integrated into Bank of Pontiac's operating system. A final First Farmers State Bank statement on all deposit accounts will be generated at the end of the business day on **Friday, August 27, 2021**.

#### **CHECKS**

Account numbers will remain the same for the majority of customers. In the event of a duplicate account number, the customer will be notified with the details about their new account number. Additional digits will be added to any duplicated accounts. Customers can continue to use their existing supply of checks after the operating system change; however, when it is time to reorder, the checks will need to include Bank of Pontiac's routing number of 071122263 and the new account number.

### **DEBIT CARDS**

You will be issued a new Debit Card number and pre-assigned Personal Identification Number (PIN). The new Debit Card is a Mastercard® Debit Card, enabling you to make purchases wherever you see the Mastercard symbol. With your new Bank of Pontiac Debit Card, you have the option of changing your PIN. If you want to change your PIN, that change can be made at any Bank of Pontiac location or a Bank of Pontiac location drive-up ATM including our locations in Minier, Delavan and Bloomington.

The First Farmers State Bank Visa® Check Card will continue to work and process transactions through **2:00 AM CST** on **Monday, August 30, 2021**. The new Bank of Pontiac Mastercard Debit Card will begin working on **Monday, August 30, 2021**. Due to the conversion, there may be a short period of time in the early morning hours that neither Debit Card will work. We apologize in advance for any inconvenience.

#### **ATM**

The First Farmers State Bank ATMs located in Minier, Delavan and Bloomington will be converted on **Monday, August 30, 2021**. Those ATMs will be unavailable at that time; however, the Drive-Up and Teller windows will be open for your banking needs.

# ONLINE BANKING, MOBILE BANKING & BILL PAY

You can continue to bank online at www.firstfarmers.com through **4:00 PM CST** on **Friday**, **August 27**, **2021**. At that time, you will be placed in *review only* at **4:00 PM CST** on **Friday**, **August 27**, **2021**, and will continue to have access to review your accounts until **Monday**, **August 30**, **2021**, at **8:00 AM CST**. *Review only* means that you will not have access to make, schedule or edit any transfers or transact business through Popmoney®.

Access to Bill Pay will be restricted beginning **Monday, August 23, 2021**, at **8:00 AM CST**. You will not be able to make any new payments, modify payments or cancel payments from **Monday, August 23, 2021**, through **Friday, August 27, 2021**.

Current Online Banking users will receive a separate letter from Bank of Pontiac with further details.

# **Quick Guide**

# ACH, DIRECT DEPOSIT & ELECTRONIC FUNDS TRANSFERS

If you have direct deposit of Social Security, payroll, pension or government payments, the originators of these will be notified by Bank of Pontiac of the routing number change. In addition, Bank of Pontiac will notify originators of direct payments such as insurance premiums, utilities and loan payments of the routing number change. You may be asked to contact these companies for follow-up in some instances. As you sign up for additional or new ACH transactions, Direct Deposit and Electronic Funds Transfers, please provide them with Bank of Pontiac's routing number of 071122263.

### **CERTIFICATES OF DEPOSIT AND IRAS**

Certificates of Deposit previously issued by First Farmers State Bank will remain in place until their maturity date. At that time, the CD may be transitioned to a Bank of Pontiac CD with the same or a similar term. If the CD is redeemed prior to its maturity date, the early redemption penalty utilized by Bank of Pontiac (if lower than what is disclosed on the First Farmers State Bank issued CD) will be applied.

#### LOAN SERVICES

Your loans will not be affected by the conversion, and you will continue to make loan payments the same way that you currently make payments.

### **FDIC INSURANCE**

If you had funds on deposit at both First Farmers State Bank and Bank of Pontiac on the date of the merger on **April 1, 2021**, your funds will continue to be insured separately by the FDIC for six months after the date of the merger (**September 30, 2021**). If the combined balance is less than \$250,000, your funds will continue to be fully insured after the end of the six-month transition period. Beginning **October 1, 2021**, your funds in excess of \$250,000 (except for special rules concerning Certificates of Deposit) will no longer be insured. For assistance to determine if you are adequately insured, please feel free to contact a Customer Service Representative.



The grid below contains the corresponding Bank of Pontiac Personal Solutions account names for the existing personal accounts offered by First Farmers State Bank. We have included deposit account information which contains additional deposit account details. Please take some time to read the deposit information and feel free to contact us with any questions.

| First Farmers State Bank Account Name | Bank of Pontiac Account Name           |
|---------------------------------------|--|
| Basic Checking                        | Everyday Checking                      |
| Magic Checking                        | Interest Checking                      |
| First Club Checking                   | Everyday Checking or Interest Checking |
| Truncated Checking                    | FREE Checking                          |
| Interest Checking                     | Interest Checking                      |
| Hi-Yield Interest Checking            | Interest Checking                      |
| Advantage Checking                    | Interest Checking                      |
| Savings                               | Personal Savings or Business Savings   |
| Money Market                          | Money Market                           |
| Hi-Yield Money Market                 | Investment Money Market                |
| First Rate Money Market               | Investment Money Market                |
| Christmas Club                        | Easy Savers Christmas                  |

#### FREE CHECKING

A "no frills, no worries" account.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account.

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT: This account has no monthly service charge and no minimum balance to maintain. You will not receive items with your monthly statement; however, we will provide up to 12 complimentary check images each year upon request.

#### **EVERYDAY CHECKING**

A traditional checking account perfect for frequent check writers.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account. A monthly service charge of \$5.00 will be imposed every statement cycle if the daily balance on any day of the month falls below \$500.00.

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT: If the average daily balance exceeds

\$750.00, then the monthly service charge will be waived. We will continue to waive the service charge for Direct Deposit (payroll or Social Security), Senior Citizens (age 65 or older), Students (age 25 or younger) and Charitable Organizations.

### INTEREST CHECKING

An interest-bearing checking account for customers who carry a higher balance.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$500.00 to open this account. A service charge fee of \$7.00 will be imposed every statement cycle if the average daily balance for the day falls below \$500.00.

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

You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT: No monthly service charge will be assessed for FunTimers members who maintain at least \$2,500.00 in combined deposits.

#### MONEY MARKET ACCOUNT

A savings plan offering a return on your investment, and easy access to your cash.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$1,000.00 to open this account. A service charge fee of \$7.00 will be imposed every statement cycle if the average daily balance for the day falls below \$1,000.00.

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

You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

# INVESTMENT MONEY MARKET

A tiered money market account paying a higher rate of interest as your balance increases.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$5,000.00 to open this account. A service charge fee of \$12.00 will be imposed every statement cycle if the average daily balance for the day falls below \$5,000.00.

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

You must maintain a minimum daily balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

#### REGULAR SAVINGS

A traditional savings plan where you can watch your money grow.

**RATE INFORMATION:** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account quarterly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account. A service charge of \$12.00 will be imposed every quarter if the average daily balance for the day falls below \$100.00.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account for each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

## **EASY SAVERS CHRISTMAS**

A convenient way to save for a special occasion or a large purchase.

**RATE INFORMATION:** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account annually. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$25.00 to open this account. You must maintain a minimum daily balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** You may make 1 withdrawal(s) from your account every year. You may only make 0 preauthorized transfers from your account every year. Limited to one withdrawal during the annual account cycle. An additional withdrawal will close the account and result in loss of accrued interest. Only electronic deposits will be permitted into the account.

# **EASY SAVERS VACATION**

A convenient way to save for a special occasion or a large purchase.

**RATE INFORMATION:** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account annually. If you close your account before interest is credited, you will not receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$25.00 to open this account. You must maintain a minimum daily balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** You may make 1 withdrawal(s) from your account every year. You may only make 0 preauthorized transfers from your account every year. Limited to one withdrawal during the annual account cycle. An additional withdrawal will close the account and result in loss of accrued interest. Only electronic deposits will be permitted into the account.



The grid below contains the corresponding Bank of Pontiac Business Solutions account names for the existing business accounts offered by First Farmers State Bank. We have included deposit account information which contains additional deposit account details. Please take some time to read the deposit information and feel free to contact us with any questions.

| First Farmers State Bank Account Name              | Bank of Pontiac Account Name     |
|--|----------------------------------|
| Small Business Regular Checking                    | Small Business Checking          |
| Non-Profit and Organizational<br>Interest Checking | Interest Checking Business       |
| Non-Profit and Organizational<br>Regular Checking  | Business Checking                |
| Business Checking                                  | Business Checking                |
| Commercial Business Checking                       | Business Checking                |
| Hemp Business Checking                             | Interest Checking Business       |
| Money Market Business                              | Business Money Market            |
| Small Business Interest Checking                   | Interest Checking Business       |
| Hi-Yield Interest Business Checking                | Interest Checking Business       |
| Interest Checking Business                         | Interest Checking Business       |
| Hi-Yield Business Money Market                     | Investment Business Money Market |
| IOLTA  | Lawyers Trust                    |

#### SMALL BUSINESS CHECKING

An account perfect for small business owners who only have a small number of monthly transactions.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account. A service charge fee of \$10.00 will be imposed every statement cycle if the average daily balance for the day falls below \$100.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

**FEES AND CHARGES:** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

An excess item fee of \$.25 will be charged for each item in excess of 50 checks written and 50 transit checks deposited during a statement cycle.

### **BUSINESS CHECKING**

A traditional business checking account perfect for frequent check writers.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account.

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

#### ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT:

Earnings Credit - This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees, but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit.

Earnings Credit Calculation - The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. At our discretion, this periodic earnings credit rate may change at any time. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

**FEES AND CHARGES:** A maintenance fee of \$3.00 will be charged each monthly statement cycle. A charge per check fee of \$.11 will be charged for each check paid. A per transit check fee of \$.11 will be charged for each transit check deposited.

### INTEREST CHECKING BUSINESS

An interest-bearing checking account for business customers who carry a higher balance.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

**FEES AND CHARGES:** A maintenance fee of \$3.00 will be charged monthly. A per check fee of \$.11 will be charged for each check paid. A per transit check fee of \$.11 will be charged for each transit check deposited.

#### CORPORATE INTEREST CHECKING

An interest-bearing checking account for corporate customers who carry a higher balance.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

**FEES AND CHARGES:** A maintenance fee of \$3.00 will be charged each monthly statement cycle. A charge per check fee of \$.11 will be charged for each check paid. A per transit check fee of \$.11 will be charged for each transit check deposited.

### **BUSINESS MONEY MARKET**

A savings plan offering a return on your investment and easy access to your cash.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$1,000.00 to open this account. A service charge fee of \$7.00 will be imposed every statement cycle if the average daily balance for the day falls below \$1,000.00.

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

You must maintain a minimum daily balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

# INVESTMENT BUSINESS MONEY MARKET

A tiered money market account paying a higher rate of interest as your balance increases.

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$5,000.00 to open this account. A service charge fee of \$12.00 will be imposed every statement cycle if the average daily balance for the day falls below \$5,000.00.

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

You must maintain a minimum daily balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

### **BUSINESS SAVINGS**

A traditional savings plan where you can watch your money — and your business — grow.

**RATE INFORMATION:** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account quarterly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account. A service charge of \$12.00 will be imposed every quarter if the average daily balance for the day falls below \$100.00.

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

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.

### LAWYERS TRUST

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate: At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes: We may change the interest rate on your account at any time.

Limitations on Rate Changes: There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING:** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

MINIMUM BALANCE REQUIREMENTS: You must deposit \$100.00 to open this account.

**BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS:** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account.



# **Additional Services and Fee Schedule**

## ADDITIONAL BANK OF PONTIAC SERVICES

Enjoy the convenience of these Bank of Pontiac services:

- · Mobile Deposit
- Notary Services
- MyCard Rules

- · Bounce Protection
- License Stickers
- Bond Redemption IntraFi Network

- Remote Deposit Capture · Medallion Signatures
- TeleBank 24 ID TheftSmart
- FunTimers Membership

The list above is not an all-inclusive list, and product availability may change. Fees may apply.

#### FEE SCHEDULE

The following fees may be assessed against your account, and the following transaction limitations, if any, apply to your account.

### **FEES AND CHARGES**

The following fees and charges may be assessed against your account:

- · Check printing fees vary by the style of check ordered.
- An overdraft fee of \$32.00 will be charged per item for covering overdrafts created by check or draft, in-person withdrawal, ATM withdrawal, or other electronic means.
- · Account Research or Checkbook Balancing (per hour) \$25.00
- ATM/Debit Card Replacement Fee \$10.00
- Cashier's Check \$6.00
- Certified Checks \$10.00
- Collection Fee (per item) \$25.00
- Daily Overdraft Fee (after 5 days) \$10.00
- · Domestic Incoming Wire Transfers (for noncustomers) \$20.00
- Domestic Outgoing Wire Transfers \$25.00
- · Dormant Checking\* (assessed monthly) \$10.00
- Dormant Savings\* (assessed quarterly) \$5.00 Stop Payment (per item) \$32.00
- Early Account Closing on Checking Accounts (within 90 days) \$25.00
- · Escrow Account Payment Fee (minimum of \$25.00 per year) \$5.00

- Escrow Account Set-Up Fee \$100.00
- Garnishments/Levies \$75.00
- International Wire Transfers \$50.00
- · Money Order \$3.00
- NSF Paid Items Charge (per item) \$32.00
- NSF Returned Item Charge (per item) \$32.00
- Outgoing Fax Fee (1st page) \$5.00
- Outgoing Fax Fee (each succeeding) page) \$1.00
- Photocopies \$0.25
- Purchase of License Tags \$9.50
- · Redemption of Bond-Interest Coupons (per envelope) \$6.00
- Return Deposit Items \$5.50
- Secretary of State Inquiries \$3.00
- Statement Copy/Additional Statement per Statement Cycle \$4.00
- Telephone Transfers \$3.00
- Title and License Work \$35.00
- \* Dormant applies to accounts where there are no deposits or withdrawals for a 1-year period and the balance is \$500.00 or less for checking, and a 2-year period and a balance of \$100.00 or less for savings.

# **Privacy Policy**

# WHAT DOES BANK OF PONTIAC DO WITH YOUR PERSONAL INFORMATION?

### WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

# WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- · Social Security number and income
- account balances and payment history
- · credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

### HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of Pontiac chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does Bank of Pontiac share? | Can you limit this sharing? |
|--|-----------------------------|-----------------------------|
| For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                         | No                          |
| For our marketing purposes — to offer our products and services to you   | No                          | We don't share              |
| For joint marketing with other financial companies   | Yes                         | No                          |
| For our affiliates' everyday business purposes — information about your transactions and experiences   | No                          | We don't share              |
| For our affiliates' everyday business purposes — information about your creditworthiness   | No                          | We don't share              |
| For nonaffiliates to market to you   | No                          | We don't share              |

QUESTIONS? Call 855-844-6151 or go to www.bankofpontiac.com

| What we do  |   |  |
|---|---|--|
| How does Bank of<br>Pontiac protect my<br>personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |  |
| How does Bank of<br>Pontiac collect my<br>personal information? | We collect your personal information, for example, when you   |  |
| Why can't I limit all sharing?                                  | Federal law gives you the right to limit only   |  |

| Definitions     |  |  |
|-----------------|--|--|
| Affiliates      | Companies related by common ownership or control. They can be financial and nonfinancial companies.  Bank of Pontiac does not share with our affiliates                              |  |
| Nonaffiliates   | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Bank of Pontiac does not share with nonaffiliates so they can market to you |  |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Our joint marketing partners include investment companies  |  |

# Other important information

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing — without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing — without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing — without your authorization.

**For Vermont Customers.** We will not share personal information with nonaffiliates for them to market to you without your authorization, and we will not share personal information with affiliates or for joint marketing about your creditworthiness without your authorization.

#### **ACCOUNT AGREEMENT**

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

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

**STALE OR POSTDATED CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**YOUR RESPONSIBILITY FOR BACK OF CHECK.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met, and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute

Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**REMOTE DEPOSIT CAPTURE.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Bank of Pontiac only."

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 60 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement

from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Illinois. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

#### STOP PAYMENTS

**STOP PAYMENT ON CHECKS.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry; otherwise, the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral Stop Payment Orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop

Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### NON-SUFFICIENT FUNDS AND OVERDRAFTS

**AVAILABLE BALANCE.** We use an available balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.

**FEES.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**RETURN ITEM FOR NON-SUFFICIENT FUNDS.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or representation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**OVERDRAFTS.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station, and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization, even though you only spent \$50 at the gas station. The authorization hold reduces your available balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature, and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and their items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) airsing from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Illinois, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

#### NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

### NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### FUNDS AVAILABILITY POLICY DISCLOSURE

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below. For purposes of this disclosure, the terms "your" refer to the customer, and the terms "our" we" refer to Bank of Pontiac.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we

have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 3:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

#### **AVAILABILITY SCHEDULE**

Same Day Availability. Funds from deposits of:

- · electronic direct deposits
- · checks drawn on us

will be available on the day of deposit.

#### Next Day Availability. Funds from deposits of:

- cash\*
- · wire transfers
- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- · Cashier's, Certified, or Teller's checks\*\*

will be available on the first Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

- \*Cash Deposits. If the cash deposits are made in person to an employee of Bank of Pontiac, then the funds will be made available on the first Business Day after the day of your deposit. If the deposits are not made in person to an employee, then they will be made available no later than the second Business Day after the day of your deposit.
- **\*\*\* Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:
  - U.S. Treasury Checks. These checks must be made payable to you and deposited into your account.
  - U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier's, Certified, or Teller's Checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the first Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's,

and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the first Business Day after the day of deposit.

#### ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

For purposes of this disclosure and agreement, the terms "we", "us" and "our" refer to Bank of Pontiac. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card (hereinafter referred to collectively as "ATM Card") or Personal Debit Card, Business Debit Card, and Health Savings Account Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Bank of Pontiac which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

#### ATM CARD SERVICES:

- You may withdraw cash from your checking account(s) and savings account(s).
- · You may transfer funds between your checking and savings accounts.
- · You may make balance inquiries on your checking account(s) and savings account(s).

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### PERSONAL DEBIT CARD SERVICES:

- · You may withdraw cash from your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Mastercard debit cards for the purchase of goods and services.

#### **BUSINESS DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s) and savings account(s).
- · You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Mastercard debit cards for the purchase of goods and services.

#### **HEALTH SAVINGS ACCOUNT DEBIT CARD SERVICES:**

- · You may make balance inquiries on your checking account(s).
- You may use your card at any merchant that accepts Mastercard debit cards for the purchase of goods and services.

#### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

 $You \ may \ access \ your \ ATM \ Card \ or \ Debit \ Card \ through \ the \ following \ network (s): \ STAR \ or \ CIRRUS \ Network.$ 

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Personal Debit Card: checking account.
- · Business Debit Card: checking account.
- Health Savings Account Debit Card: checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION - MASTERCARD.** If you perform transactions with your card with the Mastercard logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard. Currently, the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is generally either a government-mandated rate or wholesale rate, determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Mastercard charges us a Currency Conversion Fee of .20% of the transaction amount for performing currency conversions and a Cross-Border Fee of .80% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.00% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

SERVICES PROVIDED THROUGH USE OF TELEBANK. You may perform the following functions through use of Telebank:

- · You may initiate transfers of funds between your checking and savings accounts.
- · You may make balance inquiries on your checking account(s) and savings account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as: You may access your account by telephone 24 hours a day at 855-844-6152 using your personal identification number, a touch-tone phone, and your account numbers, to transfer funds between checking and savings. You may also get information about your account balance of checking or savings accounts and the last statement cycle history.

#### PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savings account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

SERVICES PROVIDED THROUGH USE OF NETTELLER INTERNET BANKING. Bank of Pontiac offers its customers use of our NetTeller Internet Banking service.

You may access your account(s) by computer by logging on to our website at www.bankofpontiac.com or by downloading our mobile app and using your password to transfer funds between checking and savings, make payments from checking to third parties and make payments from checking and savings to loan accounts with us. You may also get information about the account balance of checking and savings accounts, deposits to checking or savings accounts.

There is no charge for Bill Pay Service as long as you have at least one bill payment per month. If you do not have any bill payments during a month, a fee of \$4.95 will be charged for that month.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

#### LIMITATIONS ON TRANSACTIONS

#### TRANSACTION LIMITATIONS - ATM CARD.

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$300.00 through use of ATMs in any one day. You may make up to 12 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM Card is issued. Bank of Pontiac reserves the right to change dollar amount limits at any time upon prior notification.

#### TRANSACTION LIMITATIONS - PERSONAL DEBIT CARD.

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$300.00 through use of ATMs in any one day. You may make up to 12 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Bank of Pontiac reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 12 transactions in any one day.

#### TRANSACTION LIMITATIONS - BUSINESS DEBIT CARD.

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$100.00 through use of ATMs in any one day. You may make up to 12 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Bank of Pontiac reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 12 transactions in any one day.

#### TRANSACTION LIMITATIONS - HEALTH SAVINGS ACCOUNT DEBIT CARD.

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$0.00 through use of ATMs in any one day. You may make up to 0 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Bank of Pontiac reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 12 transactions in any one day.

**OTHER WITHDRAWAL LIMITATIONS.** By activating this card, you accept all the terms and conditions governing its usage. Debit cards expire every 24 months and will be automatically renewed unless you inform us in writing that you want the card to be deactivated, or your card has been inactive for a period of 6 months. **Health Savings Account Debit Cards are not authorized for cash withdrawals.** 

#### OTHER LIMITATIONS.

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions
  disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic
  withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer. Please refer to the Account Agreement for more information regarding transaction limitations.

### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

**TERMINAL TRANSFERS.** You will get a receipt at the time you make an EFT transaction of more than \$15.00 to or from your account at an ATM terminal or at a Participating Merchant. The receipt shall clearly set forth to the extent applicable:

- the amount involved and date the transfer is initiated;
- 2. the type of transfer;
- the identity of your account with the financial institution from which or to which funds are transferred:
- 4. the identity of any third party to whom or from whom funds are transferred; and
- 5. the location or identification of the electronic terminal involved.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made to another person.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case, you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

• you can call us at 815-844-6155 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER** ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request. Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Bank of Pontiac immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised.

You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM.

#### RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: 815-844-6155 or write to: 300 W. Washington St.

PO Box 710

Pontiac, IL 61764

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: 815-844-6155 or Toll Free 855-844-6151 (8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 Noon on Saturday - Central Standard Time)

or write to: 300 W. Washington St., PO Box 710, Pontiac, IL 61764

To report your card lost or stolen at any time other than our regular business hours, please call 855-293-2456 or visit our website at www.bankofpontiac.com.

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

CONSUMER LIABILITY. Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code, you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**ILLEGAL USE OF DEBIT CARDS.** You agree not to use your Debit Cards for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers.

call us at: 815-844-6155 or write to: Bookkeeping Department 300 W. Washington St.

PO Box 710

Pontiac, IL 61764

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Bank of Pontiac no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- · Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it
  is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign-initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign-initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- · If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure
  or interruption of communications facilities) prevent the transfer, despite reasonable precautions we
  have taken.
- · If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something
  is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which
  would normally handle the transfer.
- · If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

**Schedule of Fees.** The Schedule of Fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Bank of Pontiac upon request.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Bank of Pontiac and hold it harmless from any liability arising out of the transmission of these messages. We will disclose information to third parties about your account or electronic fund transfers made to your account:

- 1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- 3. In order to comply with government agency or court orders; or
- 4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before
  you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car
  as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a
  different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free.
   Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- · When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately.
   If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and
  reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- · Report all crimes to the operator of the ATM and to local law enforcement officials immediately.

# **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Bank of Pontiac.



### **BRANCH LOCATIONS**

Toll-FREE 855-844-6151 • TeleBank 24 Toll-FREE 855-844-6152

#### **MAIN BANK**

300 W. Washington St. Pontiac, IL 61764 815-844-6155

### **WEST BANK**

1703 W. Reynolds St. Pontiac, IL 61764 815-842-1069

#### **ODELL BANK**

200 S. Waupansie St. Odell, IL 60460 815-998-2131

#### **DWIGHT BANK**

201 E. Chippewa St. Dwight, IL 60420 815-584-1855

# **BLUESTEM BANK**

**ATM LOCATIONS** 

501 S. Center St. Forrest, IL 61741 815-657-8228

# Main Bank Entrance\* Pub 13

300 W. Washington St. Pontiac, IL Main Bank Drive-Up\*

300 W. Washington St. Pontiac, IL

West Bank Drive-Up\* 1703 W. Reynolds St. Pontiac, IL

County Market 406 W. Madison St. Pontiac, IL

Pontiac Elks Lodge 459 Elks Club Rd. Pontiac, II

LSC Communications 1600 N. Main St.

Pontiac, IL

\*24-Hour Access

# **BLUESTEM BANK**

104 E. Locust St. Fairbury, IL 61739 815-692-2369

# **COAL CITY BANK**

85 S. Broadway St. Coal City, IL 60416 815-526-4001

### **FIRST FARMERS BANK**

101 S. Main Ave. Minier, IL 61759 309-392-2623

# **FIRST FARMERS BANK**

301 Locust St. Delavan, IL 61734 309-244-9277

### **BLOOMINGTON BANK**

4001 General Electric Rd. Bloomington, IL 61704 309-663-6200

# Bluestem Bank Drive-Up\*

101 E. Oak St. Fairbury, IL

Dave's Supermarket

120 S. 3rd St. Fairbury, IL

Coal City Bank Drive-Up\* 85 S. Broadway St.

Coal City, IL

First Farmers Bank

101 S. Main Ave. Minier, II

First Farmers Bank

301 Locust St. Delavan, IL

Bloomington Bank 4001 General Electric Rd.

Bloomington, IL

FDIC

520 W. Howard St.

Caterpillar, Inc.

1300 4-H Park Rd.

Pontiac, IL

Pontiac, II

Jensen's RP

Jensen's BP

Dwight, IL

Dwight, IL

Forrest, IL

Route 17 & Route 47

201 E. Chippewa St.

501 S. Center St.

Dwight Bank Drive-Up\*

Bluestem Bank Drive-Up\*

Odell, II

1-55 & Route 66