

**Prairie State Bank & Trust**  
**24-Hour Telephone Banking**  
**Toll Free 1-800-952-2720**

**24-Hour Telephone Banking** - Once enrolled for 24-Hour Telephone Banking, you may access specified account(s) by touch tone phone 24 hours a day at **1-800-952-2720** using your account number(s) and a personal identification number. At present, you may use these services to:

- Check your current balance
- Verify whether a check has cleared
- Verify your deposits or withdrawals
- Obtain year-to-date interest paid information
- Transfer funds between accounts
- Activate your new debit card
- Report lost or stolen ATM or debit card and more!

**Fees** – There is no fee for the use of our automated 24-Hour Telephone Banking service.

**Terms and Conditions For Use of 24-Hour Telephone Banking**

By using **24-Hour Telephone Banking** you, the account owner, agree to the following terms and conditions set forth by Prairie State Bank & Trust regarding the use of **24-Hour Telephone Banking**, a telephone banking service. If you do not comply with the terms and conditions, you agree to indemnify and hold harmless Prairie State Bank & Trust for any loss or liability relating to this service.

Whenever the words “you” and “your” are used, they refer to you, the account owner. The words “we”, “us”, “our” and “bank” refer to **Prairie State Bank & Trust**.

1. You agree to select your own personal identification number (PIN) (4 numeric digits). You agree to choose a PIN which cannot be easily guessed by an unauthorized person. You agree not to reveal your PIN to any person. You agree to keep your PIN secure to avoid unauthorized exposure to your account information and/or unauthorized transfers between accounts.
2. You authorize us to honor any transaction initiated by any person to whom you have revealed your PIN, even if you did not authorize a particular transaction.
3. You agree to be held responsible for all activity initiated through this service using your PIN and that we shall have no duty to further verify the identity of a person using a valid PIN to access account information or transfer funds.
4. You agree to change your PIN immediately if you become aware that an unauthorized person has knowledge of your PIN **AND** to notify us as soon as possible to block the telephone banking service.
5. You authorize us to transfer funds between accounts you own as requested by way of this service without the presence of your written signature. We reserve the right to refuse certain requests. If you do not want accounts to have transfer capabilities, you must make us aware of this. Please contact us for more details.
6. In the event that a transfer out is requested from an account that indicates more than one signature is required for withdrawal you agree to waive this requirement for the purpose of using our automated systems only and you agree to inform all other account owners of this waiver in advance. We reserve the right to refuse such a request.
7. You may make transfer requests at any time. Generally, transfers requests received prior to 5 PM on business days will be posted that day. Transfer requests after that time will be posted on the next business day.
8. You are responsible for having sufficient funds available in the account to cover the amount of any requested transfer. We may, in our sole discretion, either refuse to process or choose to process transfers that exceed your current available balance. If we process such a transfer or transfers which result in a negative available balance in your account, you agree to pay us the overdraft amount plus any applicable fees. For more information on overdrafts and related fees, please contact us or refer to our current Schedule of Common Fees, as amended from time to time.
9. You agree we have no responsibility to contact you when a transfer occurs or when a requested transfer does not occur. You may use this service, our Online Banking or Mobile Banking services, or contact us by telephone to find out if a transfer has been made.
10. In addition to limitations elsewhere described, certain legal limitations apply on the number of transfers and/or withdrawals that may be made from your savings and/or money market account(s). You may make no more than six (6) transfers and/or withdrawals each statement cycle from your money market account, or each calendar month from your savings account. Transfers initiated via this service are included in these limitations. You agree and understand that transfers from money market and savings accounts are subject to excess withdrawal fees. Excess withdrawal fees will apply even before these stated limits are reached. Please refer to your specific Account information or call us at 1-800-597-2977 for more details.
11. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.
12. This agreement shall be governed and construed in accordance with the law of the State of Illinois, without regard to the conflict of laws thereof, and to the laws of the United States. Disputes arising from the use of this service shall be exclusively subject to the jurisdiction of any federal or state court for the State of Illinois.
13. To the extent any portion of this agreement would be held by a court of competent jurisdiction as invalid, such determination shall not affect the validity or enforcement of the entire agreement. No waiver by us of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term or provision of this agreement at that time or a waiver of that or any other right, term or provision of this agreement at any other time.
14. We may amend this agreement, and modify or cancel all or a part of this service and features we offer, from time to time without notice, except as may be required by Law. Your continued use of the service is your agreement to the amendment(s).
15. This service will remain in effect until terminated by you or us. We may cancel your use of this service at any time and for any reason, without prior notice to you. This agreement shall remain in full force and effect until it is terminated by us. You may cancel this agreement upon notice to us. You agree we are authorized to accept and rely upon the instructions received via this service unless and until you notify us of the termination thereof and we have a reasonable opportunity to comply with the termination. Termination of this agreement will not affect your existing obligations under this agreement. Transfers begun before termination continue to be governed by this agreement.
16. Our telephone banking service and its contents are provided to you on an “as-is” and “as-available” basis. To the fullest extent permitted by law, we make no representations or warranties of any kind regarding the service, either express or implied, statutory or otherwise, including but not limited to warranty of merchantability, warranty of fitness for a particular purpose, or warranty of non-infringement. We hereby disclaim any such representations, warranties and conditions of any kind, including any implied warranties arising from course of dealing or course of performance. We do not represent or warrant that the service will be uninterrupted, timely, secure, error-free, that defects will never arise or will be corrected.
17. IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, OR CONTRACTORS OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OR PROFITS OR INVESTMENT, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR THE LIKE) ARISING FROM OR RELATED TO THE SERVICE, THE INABILITY TO USE THE SERVICE, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF SUCH PERSONS IS LIMITED TO THE AGGREGATE AMOUNT OF SERVICE FEES PAID BY YOU TO PRAIRIE STATE BANK & TRUST DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED.

THE LIMITATION OF DAMAGES AND LIABILITY SET FORTH IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PRAIRIE STATE BANK & TRUST AND YOU. YOU ACKNOWLEDGE AND AGREE THAT PRAIRIE STATE BANK & TRUST WOULD NOT BE ABLE TO PROVIDE YOUR ACCESS ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS.

**The following disclosure is only applicable for your accounts at Prairie State Bank & Trust used primarily for personal, family or household purposes. Prairie State Bank & Trust Electronic Fund Transfers Disclosure – Your Rights and Responsibilities. This disclosure describes your rights and responsibilities as they relate to electronic transactions.**

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days if involving a VISA® point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for 30 days after the first deposit is made, unless you (or each of you, if applicable) already have (has) an established account with us before this account is opened.

We will tell you the results within three 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.

#### **PERIODIC STATEMENTS**

You will get a monthly account statement from us for your checking and money market accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers-** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfer you make:

- (1) Where it is necessary for completing transfers; or
- (2) 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 order; or
- (4) If you give us written permission; or
- (5) As explained in the separate Privacy Disclosure.

#### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us AT ONCE if you believe your card and/or 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Prairie State Bank & Trust**

If you have any questions, contact our Customer Service Center at

2653 West Lawrence Ave.

Springfield, IL 62704

Business Days: Monday through Friday

Excluding Federal Holidays

**Toll Free 1-800-597-2977**

# 24-Hour Telephone Banking Registration Form

Toll Free 1-800-952-2720

**ACCOUNT HOLDER INFORMATION:**

<b>Name:</b>	
<b>Address:</b>	
<b>City, State, ZIP</b>	
<b>Date of Birth:</b>	<b>Home Phone:</b>
Please list any additional phone numbers you would like to be able to access 24-Hour Telephone Banking from:	
<b>Cell Phone:</b>	<b>Work Phone:</b>
<b>Other Phone:</b>	<b>Other Phone:</b>

**PERSONAL IDENTIFICATION NUMBER (PIN) Select 4 numeric digits) \_\_\_\_\_**

**I hereby agree to and acknowledge the receipt of the terms and conditions agreement for this service.**

\_\_\_\_\_  
**ACCOUNT HOLDER SIGNATURE**

\_\_\_\_\_  
**DATE**

**BANK COPY**