

## **Prairie State Bank & Trust Online and Mobile Banking**

### **Online and Mobile Banking User Agreement and consumer Electronic Fund Transfers**

**Disclosure** (May 30, 2025)

**Notice: You will need to scroll down to view the entire document**

#### **Introduction**

This Online and Mobile Banking User Agreement ("Agreement") contains the terms and conditions that apply to your use of Prairie State Bank & Trust Online and Mobile Banking Service ("Service"). By using the Service, you agree to abide by the terms and conditions contained herein, and as changed from time to time. If you do not agree to all of the terms and conditions contained in this Agreement, you must not use the Service. If you do not comply with the terms and conditions, you agree to indemnify and hold harmless Prairie State Bank & Trust for any resulting loss or liability relating to the Service.

In this Agreement the words "you", "your" and "user" refer to you, the Online and Mobile Banking Service **Customer**. The terms "we", "us" and "our" refer to **Prairie State Bank & Trust**.

#### **Prairie State Bank & Trust Online and Mobile Banking**

Online and Mobile Banking Service is an electronic banking service provided by us to enable you to view your balance and transaction history on deposit and loan accounts, view images of checks paid, deposit tickets and checks deposited, transfer funds between your checking, savings, and specified loan accounts held at Prairie State Bank & Trust, and establish different alerts making you aware of certain activity. We offer an optional Bill Payment service to allow you to pay your bills and send payments to individuals. Other features include a personal financial management service to assist you with budgeting and saving.

#### **Service Availability**

The Service is generally available 24 hours a day 7 days a week. The Service may be unavailable for periods of time due to regular or emergency maintenance. Accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability or data carrier services. We offer no guarantee for the continuous availability of the Service.

#### **Setup/Using your username and password**

You can access the Service at [www.psbank.net](http://www.psbank.net) or through our app ("App") available for smartphones, tablets and other devices.

Access to the Service requires a username and password that you will establish during registration. Certain requirements about the length and composition of each must be followed. Guidance for each is provided. During initial setup, you agree to enter a valid email address and other valid information necessary to enable certain security features.

You must enter your correct username and password to access and use the Service. Alternatively for our App, after your initial log in, you may choose to use the PIN or digital

fingerprint options, depending on availability. If you have forgotten your username or password, you may utilize the forgotten username or forgotten password features of the Service. Please contact us during our regular business hours if you require further assistance.

### **Security of Password**

You agree not to reveal your password or PIN to any person. You understand and acknowledge that the security of any funds in an account accessible by use of the password or PIN depends upon maintaining the secrecy of the password or PIN. You may change your password or PIN at any time and we strongly recommend you change your password or PIN frequently. We also strongly recommend that you use a password or PIN that cannot be easily guessed by an unauthorized person.

Under no circumstances will a bank employee request your password for the Service, over the internet or through other contact. Do not respond to such a request, even if the person claims to represent Prairie State Bank & Trust.

You agree to be held responsible for all activity during Online and Mobile Banking sessions initiated using your username and password, PIN or digital fingerprint. You agree to notify us immediately if you believe that someone may have unauthorized access to your accounts through the Service.

### **Secondary Challenge/Registering your Device**

During an attempt to log in to the Service from a previously unregistered device, after your username and password are correctly entered, you will be presented with a secondary challenge. During initial setup you agree to pre-arrange a method or methods by which you will receive this secondary challenge. This is a security measure for your protection. The secondary challenge requires you to receive additional authentication (a one-time passcode or prompt) via a telephone (voice, text, push notification). During this challenge process, you will be given the option for the Service to remember the device you are logging in from. If 'Remember Device' is selected, the device will be registered with the Service from thereon. Opting to remember a device in this way bypasses the secondary challenge in the future when you access the Service from the same device. For security purposes, you should only consider this option for computers and devices you own and have personal control over. For all other devices, you should not select to remember the device. As a security measure, we retain the right to require the secondary challenge even though you have previously registered a device. Please contact us during regular business hours if you require assistance.

### **Keeping your Information Current**

You agree that you will keep your personal contact information current in the Service, including your telephone number(s) and email address. The service utilizes this information for security features such as to alert you to certain changes. It is important this information be correct.

### **Account Access and Transfer**

At the time of initial enrollment in the Service, we will attempt to make all deposit and loan accounts maintained with us and in which you have direct ownership available to you. You will have the option to make these accounts available in the Service. Transfer capabilities will also be established between certain deposit and loan accounts made available in the Service. If you do not want certain account(s) to be available in the Service or do not want certain accounts to have transfer capabilities, you must make us aware of this. Deposit or loan accounts for which you are an authorized signer may, at our discretion, be made available in the Service. Please contact us for more details.

For customers previously enrolled in our online banking product, and those who open new accounts after initial enrollment, you must notify us of any account that you believe should be available in the Service and that is not available. You must also notify us of any account which you believe should have transfer capabilities but does not. Please contact us during regular business hours to notify us. If changes are necessary, you agree we have a reasonable timeframe, but not less than 3 business days, to make changes.

For security purposes, we may impose limits on transfers which include the number and amount of transfers you may conduct via the Service. Transfers between your accounts at Prairie State Bank & Trust initiated through the Service before 5:00 p.m. Central Time on a business day are posted to the account the same business day. Transfers initiated after 5:00 p.m. on a business day, or on a Saturday, Sunday, federal holidays or banking holidays, will be posted on the next business day.

Transfers may also be scheduled on a recurring basis or on future business days based on options available in the Service. Recurring account transfers which would otherwise fall on a non-business day will be processed on the last business day prior to the non-business day, or at your option, the first business day after the non-business day.

By electing to transfer funds between accounts at Prairie State Bank & Trust, you authorize us to honor debits drawn against the account without presence of your written signature.

### **Bill Payment**

If you elect to utilize the optional bill payment service, you agree to the terms and conditions set forth in this Agreement. You authorize us to post bill payment transactions initiated through the Service to the account(s) you designate and to honor debits drawn against the account(s) without presence of your written signature. A checking account is required for bill payment. Bill payments are sent either electronically or by paper check, at our option. Please note, bill payments may take up to 10 business days to reach the payee. Funds for all bill payments may be debited from the account you designate at any time on or after the processing date. The processing date is determined by the Service and precedes the date that payment is to occur, depending on the method of payment. You agree to maintain available funds in your account to pay bill payment transactions no later than the processing date, and until the funds are debited by the Service.

Bill payments may also be scheduled on a recurring basis or on future business days based on options available in the Service. Recurring bill payments which would otherwise fall on a non-business day will be processed on the last business day prior to the non-business day.

For bill payments to individuals, a name, routing number and account number may be entered by you or the payee to identify the intended payee. You agree that if the information entered describes the payee inconsistently by name and routing and/or account number, the payment will be made based on the routing and account number entered, even if the routing and account number entered identify an individual different from the intended payee. You agree that we are not liable for having carried out such a payment and resolution of the situation is between you and the payee.

We recommend that you contact your individual payee(s) for restrictions that may apply. All bill payments require sufficient time for the payee to process the payment and credit your account. We are not liable for any service fees or late charges levied against you by payees you select to receive payments through the bill payment service. You are responsible for any fee of ours as well as any fee from the payee that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account to pay a bill payment that you have requested.

You agree to not make payments to federal, state or local tax agencies; or payments of alimony, child support or other government fees; or court-directed payments using a bill payment.

You agree to promptly notify us during regular business hours if you receive notice from a payee that a payment you made using the bill payment service remains unpaid. We will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special or consequential damages) that your failure or delay in notifying us prevents us from avoiding or alleviating.

### **Limitations on Frequency of Transactions**

In addition to limitations on transfers elsewhere described, certain transaction limitations apply to 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 and bill payments initiated via the Service are included in these limitations. Excess withdrawal fees may apply even before these stated limits are reached. Please refer to your specific account information or contact us during regular business hours for more details.

### **Mobile Deposit**

Mobile Deposit, available in the App, allows you to deposit checks to your checking, savings or money market accounts by creating and submitting check images and associated deposit information to us. At our discretion, we may establish limits on the amount and/or number of deposits that you may submit using Mobile Deposit and may modify those limits from time to time. Please contact us during regular business hours for more details. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We reserve the right to reject any check transmitted through Mobile Deposit, at our discretion,

without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. You agree that checks transmitted using Mobile Deposit are not subject to the funds availability requirements of federal Regulation CC. In general, if an image of a check you transmit through Mobile Deposit is received and accepted before 3:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit made on the next business day we are open. In general, we will make funds available for check images received, accepted, and successfully processed through the Service according to our funds availability policy disclosure for your account, however in our sole discretion we may restrict the availability of such funds.

### **Eligible/Ineligible Items for Mobile Deposit**

You agree to photograph and deposit only "checks" as defined in federal Regulation CC ("Reg. CC").

You agree that you will not photograph and deposit any of the following types of checks or items, which shall be considered ineligible items: Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into; Checks containing an alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; Checks payable jointly, unless deposited into an account in the name of all payees; Checks previously converted to a substitute check, as defined in Reg. CC; Checks drawn on a financial institution located outside the United States; Remotely created checks, as defined in Reg. CC; Checks not payable in United States currency; Checks dated more than 6 months prior to the date of deposit; Checks payable on Sight or Payable through Drafts; Checks with any endorsement on the back other than that specified in this agreement; Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution; Checks or items on which a stop payment order has been issued or for which there are insufficient funds; Checks or items that are drawn or otherwise issued by the U.S. Treasury Department; Insurance drafts; Official or Cashier's Checks; Any type of Money Order; Traveler's Check; U.S. Savings Bonds; Commercial Travel Checks; Verify Valid Checks; and Credit Card cash advance checks. Nothing in this Agreement should be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may submit that fail to meet the requirements of this Agreement.

### **Mobile Deposit – Additional Information**

Endorsement and Procedures - You agree to restrictively endorse any check transmitted through the Service as instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. Errors - You agree to notify us of any suspected errors regarding checks deposited through the Service

right away, but no later than 30 days after the applicable account statement is sent. Unless you notify us within 30 days, such statements regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged errors. By using the service you accept the risk that a check may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors. Image Quality - The image of a check transmitted to us using the Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the checks must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. Presentment - The manner in which the checks are cleared, presented for payment, and collected shall be in our sole discretion subject to the Terms and Conditions governing your Account. You authorize us to process any image that you send us or convert any image to an Image Replacement Document (IRD) for subsequent presentment and collection. When the image of the transmitted check is converted to an IRD, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Cooperation - You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, which includes providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions. Safekeeping and Disposal of Transmitted Items - Upon your receipt of a confirmation from us that we have received an image that you have transmitted, you agree to **retain the check for 14 calendar days**. You agree to promptly provide it to us upon request. Check storage and destruction is your responsibility. You agree to securely store the check. After 14 days from transmission, and **upon verifying the funds have been credited to your account**, you agree to destroy the check in a manner that renders it unreadable. You agree to not destroy the check if the funds have not been credited to your account, and to bring this situation to our attention immediately.

### **Your Warranties and Indemnification regarding Mobile Deposit**

You warrant to us that:

- a. You will only transmit eligible checks.
- b. You will not transmit duplicate checks.
- c. You will not re-deposit or re-present the original check.
- d. All information you provide to us is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the check.

You agree to indemnify and hold harmless Prairie State Bank & Trust from any loss for breach of this warranty provision.

### **Charges**

There is no bank charge to access the Online and Mobile Banking Service.

Bill Payment and Mobile Deposit are optional features of the Service. If you opt to utilize Bill Payment, ten (10) bill payment transactions per calendar month are provided at no additional charge. **Bill payment transactions in excess of ten (10) are charged \$.55 each.** Bill Payment fees may be waived for certain deposit accounts offered by us; please refer to your specific account information or contact us for more details. If you opt to utilize Mobile Deposit, **each Mobile Deposit is charged \$.50.** Mobile Deposit fees may be waived for certain deposit accounts offered by us; please refer to your specific account information or contact us for more details.

### **Balance Inquiries**

When you inquire or check your balance in the Service, the balance shown or used may not be your actual available balance. It may include deposits still subject to verification by us. The balance may also differ from our records because it may not include pending items such as deposits in progress; outstanding checks or other withdrawals, payments, or charges; or items in process. Due to processing constraints, there may be some pending items that affect balance activity which are not available to view in the Service.

### **Alerts**

Alerts allow you to request and receive messages about your account(s). Each alert will be effective after set up of the parameters by you. The alert options available can be found in the Service. You agree not to use any personally confidential information (including Account number information) when creating Aliases in the Service. Aliases are designed to take the place of such information so that confidential information need not traverse the internet or be included in a text to your Device.

Alerts are based upon the posted activity of the previous business day. For example, alerts providing balance or activity information delivered on Thursday will be based on balance or activity information from Wednesday.

Because of factors beyond our control, receipt of any alert may be delayed or prevented by factors affecting your internet service providers, phone operators, and other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; or (c) your use or reliance on the contents of any alert for any purpose. We reserve the right to terminate any request from you for any alert at any time.

### **Card On/Off Feature**

The Service provides a feature that allows you to control when your Prairie State Bank & Trust debit or ATM card is able to withdraw funds at an ATM, or in the case of the debit card, authorize debit card transactions. Within the Service, you can turn your card OFF, which will deny future card transactions. Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card OFF will not affect your checks, mobile or internet transfers, bill payment, or any other types of

transactions in your account. Within the Service, you can turn your card ON. Your card will then allow ATM withdrawals and, for debit cards, point of sale transactions. Cards remain subject to any limits imposed by us. This feature does not alter your obligation to notify us or your liability for unauthorized transfers.

### **Text Banking**

A text banking feature is available in the Service for text-enabled telephones. Send HELP to 662265 for help. Send STOP to 662265 to cancel. Message and data rates may apply. The number of messages you receive depends on your account settings. You agree not to use any personally confidential information (including Account number information) when creating Aliases in the Service. Aliases are designed to take the place of such information so that confidential information need not traverse the internet or be included in a text to your Device.

### **Business Days/Hours**

For the purposes of this Agreement, our business days are Monday through Friday. Holidays are not included. The regular business hours for our customer service center at 1-800-597-2977 are 8 a.m. to 5 p.m. on business days we are open. Our branch location business hours are available on our website at [www.psbank.net](http://www.psbank.net).

### **Communications between Prairie State Bank & Trust and You**

Written notice you give to us is effective when we receive it and it contains sufficient information to identify the account involved and relevant facts. You agree we must have reasonable opportunity to act on it.

You can communicate with us in the following ways:

Email: [customerinfo@psbank.net](mailto:customerinfo@psbank.net)  
Telephone: Toll Free 1-800-597-2977  
Postal Mail: You can write us at:  
Prairie State Bank & Trust  
Attn: E-Banking Administrator  
2653 West Lawrence Avenue  
Springfield IL 62711

You may also contact us in person by visiting any of our banking locations.

Please be aware email is not a secure method of communication. Do not use email to send us confidential or sensitive information such as passwords, account numbers or social security numbers. If you need to provide this type of information, contact us by telephone or regular mail.

We can communicate with you in the following ways: by telephone at the telephone number(s) for you we have on file, by email at the email address for you we have on file, or by postal mail at the mailing address for you we have on file. Written notice we give to you is effective when it is sent.

### **Data/Telephone usage**

The Service uses data, telephone and text features. You are responsible for all resulting charges from your providers. Your service must come from a supported carrier.

### **Computer/Software Information**

In order to access the Service, you will need the use of a computer or device with internet access and internet browser software or a device capable of running our App. You are responsible for this. We are not responsible for any errors or failures from any malfunction of your computer, device or your software. We shall have no liability to you for any damages or other losses, direct or consequential, that you may suffer or incur by reason of your use of your computer, device or software.

We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Service (e.g., Quicken, Microsoft Money).

We are not responsible for any electronic virus or viruses (including malware) that you may encounter. We encourage you to routinely scan your computer, device, diskettes and software using a reliable antivirus product to detect and remove any viruses found. Undetected viruses may alter, corrupt, damage or destroy your programs, files and even your computer or device. Additionally, you may unintentionally transmit the virus to other equipment. It is highly recommended that you install and maintain appropriate virus protection on your equipment.

### **E-SIGN Consent (applies to those previously enrolled in Electronic Delivery of Account Statements)**

At your direction, we have made account statements and related disclosures ("account statements") available to you via electronic delivery. This Agreement serves as your continued consent to provide that service. By consenting to have account statements provided electronically, you agree to notify us in writing at the address provided in this Agreement of any change in your email address or any errors or complications you experience relating to your electronic receipt of or access to your account statements.

- **Your rights/options to receive statements in paper form** – If you elect to receive your account statements through electronic delivery, we will no longer send you paper statements through the postal mail. If you choose not to elect to receive your account statements through electronic delivery, we will continue to send you paper statements through the postal mail.
- **Whether your consent applies only to statements or to a categories of disclosures**- Your consent authorizes us to provide to you through electronic means your periodic account statements and any other related disclosure that we might provide to you with your account statements, such as Truth in Savings, Truth in Lending, Electronic Fund Transfer, Privacy, Real Estate Settlement Procedures Act or other disclosures relating to your account(s).
- **Your right to withdraw prior consent to electronic delivery, including any consequences or fees associated with doing so** You must provide us your request in writing to withdraw your consent and discontinue this electronic delivery service. Requests may be made either by

delivery in person to any one of our banking locations or by mailing the request to the address provided in this Agreement. It will take up to 45 days for us to implement your request, and after such time you will no longer receive your account statements electronically. We charge no fee for the act of discontinuing electronic delivery, however a paper statement fee may apply to future account statements. Review your specific account disclosures to determine whether a paper statement fee will apply. Contact the Customer Service Center at 1-800-597-2977 if you need assistance.

- **How to request a paper copy** – You may contact the Customer Service Center or any of our banking locations to obtain a paper copy of your account statement. Please review our current Schedule of Common Fees to determine the Account Research fee that will apply.

- **Hardware and software requirements for access and retention of the electronic information** – Account statement access is provided through our Online and Mobile Banking service. You agree to maintain active enrollment in our Online and Mobile Banking service regarding the accounts you enroll in electronic delivery. To access account statements, select Documents from the menu, set Document Type to Statements and select the account number.

For you to be able to view your account statements effectively, you must use a modern Internet browser that supports modern encryption standards. Our system supports most modern web browsers, such as Firefox, Safari, Chrome and Internet Explorer. To view your account statements, you will also need the most recent major version of Adobe Acrobat Reader. This product is available for free at <https://www.adobe.com>.

We will store statements delivered electronically at least 12 months from the date of delivery. You may print or download your statements to retain copies of them. A printer is necessary to print your statements. Sufficient storage space is necessary to save your statements.

- **Our Requirements.** The same terms apply with respect to electronically delivered account statements as those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into or received from us remain in effect. With reasonable promptness, you agree to review your electronically delivered statements and report to us unauthorized signatures, alterations, forgeries or other errors.

#### **Our Liability for Failure to Make a Transfer or Withdrawal**

We will not be liable for failure to complete any transfer to or from your account, process a bill payment from your account, or process a Mobile Deposit to your account. You agree to confirm the completion of each in your account balance and transaction history.

Notwithstanding the foregoing, if the transaction involves your consumer account, we are not liable for failure to complete a transfer to or from your account, or process a bill payment under certain circumstances. In addition to those listed in the "Electronic Fund Transfers Disclosure – Your Rights and Responsibilities" following this Agreement, some additional circumstances in which we are not liable for failure to complete a transfer to or from your account or process a bill payment include, but are not limited to:

- If your computer, device, software, or Internet service provider fails or malfunctions.

- If any part of the Service's electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not provided us with complete and correct payment information for the bill payment service, including, without limitation, the payee, address, your payee-assigned account number, payment date, payment amount, routing number or account number.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If you have not properly followed the on-screen instructions for the Service.
- If the Service is temporarily unavailable due to maintenance, security reasons, or other exceptions not specifically mentioned herein.

### **Amendment to Agreement**

We may amend these terms, and modify or cancel the Services 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).

### **Your Right to Terminate**

You may cancel your access to the Service at any time by providing us with written notice by postal mail or email to [customerinfo@psbank.net](mailto:customerinfo@psbank.net). Your access to the Service will be removed within 3 business days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, and for any payments or transfers prior to removal. If you have payments or transfers scheduled it is your responsibility to cancel those payments or transfers.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to the Service for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your accounts. The Service will be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Without prior notice, if you do not access the Service for any six-month period, we may terminate the Service.
3. Without prior notice, if you do not use bill payment for any six month period, we may terminate bill payment.
4. Upon reasonable notice, for any other reason in our sole discretion.

### **Arbitration**

You agree that any claim or controversy relating to this Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

### **Other**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws thereof, and to the laws of the United States. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. No waiver by us of any right 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.

### **Disclaimer of Warranties**

OUR ONLINE AND MOBILE 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 ONLINE AND MOBILE BANKING 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, OR THAT THE WEBSITE OR APP WHICH MAKES THE SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU, AND NOT US, ASSUME THE ENTIRE COST OF NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD, 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, LOSS OF FILES OR DATA, 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**

#### **YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers Prairie State Bank & Trust (referred to as "Bank", "we", "our", or "us") is capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. If you currently use any of the electronic fund transfer services offered, this agreement replaces all previous Electronic Fund Transfer disclosures. You should keep this notice for future reference.

#### **TYPES OF TRANSFERS, LIMITATIONS, & FEES**

**Online and Mobile Banking** - Online and Mobile Banking service allows you to access your accounts, transfer funds and pay bills through the internet at [www.psbank.net](http://www.psbank.net) or via our app on your device. At present, you may use this service to:

- Obtain balance and account history information about your checking, savings, and loan accounts;
- Transfer funds between checking and savings accounts;
- Transfer funds from specified lines of credit to checking or savings accounts;

**Limitations on Frequency and Amount of Transfers** - Please see the **Limitations on Transfers** section for important limitations that apply to savings and money market accounts.

**Fees** – Our optional Bill Pay service has no flat monthly fee and includes 10 free bill payment transactions per calendar month. After those first 10, a Bill Payment Fee of \$.55 is assessed for each additional Bill Pay transaction during the calendar month. Bill Payment Fees are not charged for Voyagers Checking, Bank Anywhere Checking and Active Checking accountholders. In all cases, standard text, data and/or internet rates apply as outlined in your contract with your service provider.

**24-Hour Telephone Banking** - Telephone transfers are those services that allow you to transfer funds between your accounts by use of your telephone. This includes the use of our automated 24-Hour Telephone Banking service and requests you make by telephone to one of our associates. Once enrolled for 24-Hour Telephone Banking, you may access specified account(s) by phone 24 hours a day at **1-800-952-2720** using your account number(s) and a

personal identification number. Our associates are available during our normal banking hours at the telephone number listed on your bank statement and at the end of this disclosure. At present, you may use these services to:

- Obtain balance and account history information about your checking, savings, and loan accounts;
- Transfer funds between checking and savings accounts;
- Transfer funds from lines of credit to checking or savings accounts; or
- Make payments from checking or savings accounts to loan accounts with us.
- Make payments from checking or savings accounts to loan accounts with us; or
- Pay your bills to businesses or individuals online (Bill Pay) from your checking account.

**Limitations on Frequency and Amount of Transfers** - Please see the section **Limitations on Transfers** for important limitations that apply to savings and money market accounts.

**Fees** – There is no fee for the use of our automated 24-Hour Telephone Banking service. There is a \$2.00 Telephone Transfer of Funds Fee for each transfer request when you call and speak to an associate directly.

**Card Services** - Once requested, you may access or inquire about the funds in your specified account(s) by using a Prairie State Bank & Trust Debit Card and/or Prairie State Bank & Trust ATM Card (collectively “Card”). Using your Card at an Electronic Fund Transfer Terminal (“Terminal”), you may do the following:

- Obtain account balance information about your checking or savings account(s);
- Make deposits to checking or savings account(s);
- Get cash withdrawals from checking or savings account(s);
- Transfer funds among checking and savings account(s); or
- Access your checking account(s) to purchase goods or services in person, by phone or by computer; or get cash from a merchant, if the merchant permits; or do anything that a participating merchant will accept (these types of transactions are commonly known as Point of Sale “POS” transactions).

Some of these services may not be available at all Terminals or merchants, or with all Cards. For POS transactions, the bank reserves the right to place a temporary hold on your account in an amount equal to the authorization amount received through the card network. In certain circumstances, Authorization amounts may be estimated and the amount may exceed or be less than the final amount of the transaction.

**Limitations on Frequency and Amount of Transfers** - In addition to those limitations on transfers elsewhere described, the following limitations apply to Card transactions. As a security measure, when using your Card at a merchant or an ATM, there will be a limit on the number of debits and the amount that may be debited from your account over certain periods of time. Card transactions are limited to no more than 20 transactions per day. Card

transactions are authorized from the available balance in your account plus any available Overdraft Privilege limit, if applicable. Cash withdrawals using your Card are limited to \$515.00 per day. Total purchases using any combination of debit (PIN) or credit (signature) transactions are limited to \$1,500.00 per day. For security reasons, there may be times when we further limit the amount or frequency of your Card transactions. The bank has the right to refuse a transaction on your account when your Card has been reported lost or stolen or when the bank reasonably believes there is unusual activity on your account. Please also see the **Limitations on Transfers** section for important limitations that apply to savings and money market accounts.

**Terminal receipts-** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15.00 or less.

**Advisory Against Illegal Use-** You agree not to use your Card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Currency Conversion-** When you use your Prairie State Bank & Trust Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount.

Disclosure for transactions processed through Mastercard:

- A .20% (twenty basis points) Currency Conversion Fee will be assessed on International transactions where Mastercard has performed a currency conversion function.
- This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account.
- A .90% (ninety basis points) Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Mastercard.

**Fees –** The following fees apply, unless otherwise specified:

|                                                 |           |
|-------------------------------------------------|-----------|
| For your transactions at an ATM owned by us     | No charge |
| Foreign ATM Fee*                                | \$1.00    |
| For your transactions at an ATM not owned by us |           |
| Card Replacement Fee                            | \$5.00    |

|                                                                         |                  |
|-------------------------------------------------------------------------|------------------|
| For lost or damaged cards                                               |                  |
| Debit Card Rush Order Fee                                               | At Cost          |
| Debit Card Chargeback Fee                                               | \$20.00          |
| Debit Card Inactivity Fee<br>Applies after 6 months of no card activity | \$5.00 per month |

\* When you use an ATM not owned by us, you may be charged an additional 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).

**Pre-authorized Electronic Fund Transfers-** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits-** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments-** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **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 pay bills. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- **Electronic returned check charge-** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**Limitations on Frequency and Amount of Transfers-** Please see the **Limitations on Transfers** section for important limitations that apply to savings and money market accounts.

**Fees** – We do not charge for Pre-authorized Electronic Fund Transfers, except as specified elsewhere in this document or in other account documents or bank disclosures.

**Right to stop payment and procedure for doing so**- If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a \$31.00 Stop Payment Fee for each stop payment order you give.

**Notice of varying amounts**- If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment or preauthorized transfer**- If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Preauthorized credits**- 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 1-800-597-2977 to find out whether or not the deposit has been made. Once you are enrolled, our 24-Hour Telephone Banking, Online Banking Services, and Mobile Banking can provide this information as well.

## **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.

## **LIMITATIONS ON TRANSFERS**

**Transaction Limitations** – In addition to limitations on transfers elsewhere described, certain limitations apply on the number of transfers 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 for money market accounts or each calendar month for savings accounts from these accounts to another deposit account of yours at this bank or to a third party by means of a preauthorized or automatic transfer, or by telephone or online banking instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed these limitations, we may contact you to recommend other account types.

**Fees** - You may be subject to fees if you exceed the transaction limits on your Account. Please refer to the Truth in Savings Disclosure applicable to your Account for more information regarding any Excess Withdrawal Fees.

## 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.

**Business days.** For the purposes of this disclosure, our business days are Monday through Friday. Holidays are not included.

**Zero Liability Protection for Debit Mastercard.** Your Debit Card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your Debit Card or Debit Card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions processed on the Mastercard, Maestro or Cirrus networks using your Debit Card or Debit Card number.

The Zero Liability protection we provide Debit Card customers goes beyond what is required by Regulation E.

An "unauthorized transaction" is a transaction that does not benefit you and is made by a person who does not have your actual or implied authority.

- If you notify us about the unauthorized transaction **within 60 days** of when the first account statement showing any unauthorized transaction was sent or made available, you will be protected for your losses on the account.
- If you notify us about unauthorized transactions **after these 60 days**, we may not reimburse you for unauthorized transactions. For any liability protection beyond that described in the **Consumer Liability** section, you may be required to provide additional documentation to support your claim. In addition, we will consider whether your negligence or any negligence on the part of the cardholder(s), other account owner(s), or authorized user(s) has contributed to any transaction in question.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- By a person you have authorized to use your Card, even if that person has exceeded the authority you gave.

Mastercard is a registered trademark of Mastercard International Incorporated.

## **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 (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 (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.

## **BANK CONTACT INFORMATION**

**Prairie State Bank & Trust**

**Customer Service Center**

**2653 West Lawrence Ave., Springfield, IL 62704**

**Business Days: Monday through Friday, Excluding Federal Holidays**

**Phone: 1-800-597-2977 toll free**