

# Legal Terms

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*BankFinancial*, NA operates its Internet Branch according to published principles and agreements. Please review all of the following information. Contact us at **800-894-6900** or E-mail us at [Customer Service Center](#) with any questions.

## **Account Agreement and Disclosure Statement**

Throughout this document, we will refer to this Account Agreement and Disclosure Statement as the "Agreement," to you, the owner(s) of one or more deposit accounts, as "you," and to *BankFinancial*, NA, your depository bank, as "we" or "us." When you open a deposit account with us, or if you previously opened a deposit account with us and continue to use or maintain it, you are agreeing to the terms and conditions of this Agreement and it will govern all matters arising out of or relating to your deposit accounts. This Agreement is a legally binding contract, so be sure to read it and keep it readily available.

This Agreement applies to all types of deposit accounts, whether or not the account types are listed or described in this Agreement. Some account types are subject to special rules that are not included in this Agreement. These special rules, together with all brochures and product information sheets that we issue for deposit accounts and any other documents or notices that are executed or issued in connection with your deposit accounts, are incorporated by reference into this Agreement.

We offer a variety of products and services that are complimentary to your deposit account, including online banking at our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com), bill payment services, cash management services, funds transfer services, ACH services and overdraft protection. If you wish to receive or use any of these special products and services, you will need to make a separate application for them and agree to additional terms and conditions that take into account their unique features and requirements. These additional terms and conditions supplement and are incorporated by reference into this Agreement.

## **CUSTOMER SERVICE INFORMATION**

**Internet Branch.** We encourage you to take advantage of the convenience of using our Internet Branch to conduct certain banking transactions 24 hours a day, 7 days a week. You may use online banking to perform a broad range of deposit account transactions, pay bills

and apply for certain types of loans. You may review the online banking services that we offer and the terms of our Online Banking Agreement by visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com). Your online banking transactions are subject to the terms of this Agreement and our Online Banking Agreement.

**Bank-by-Phone.** We also encourage you to take advantage of the convenience of using our Bank-by-Phone service to conduct certain banking transactions 24 hours a day, 7 days a week. The toll free number for this service is (800) 244-2265. You may review the Bank-by-Phone services we offer by referring to our Electronic Banking & Express Access Services brochure.

**Customer Service Center.** We offer customer service by telephone through our Customer Service Center during business hours. The toll free number for Deposit Services is (888) 409-5100 and for Loan Services is (888) 409-5200. The following services are currently available through our Customer Service Center:

Some services that are available through our Customer Service Center require advance notice. Please contact our Customer Service Center or visit any of our branches so that we can make you aware of any advance notice requirements and fees that apply to a particular service.

**Branches.** We provide a full range of banking products and services through a conveniently located network of branches. All of our branches have ATMs and night depository services, and most have drive-up facilities. Our branch locations and their hours of operation are listed in brochures that are available in the lobby of each branch. You can also obtain this information by visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com), or by calling our Customer Service Center.

## **OPENING AN ACCOUNT**

**Opening an Account.** All applications to open new accounts are subject to our prior approval and acceptance. We will not act on an application until we have received all documents and information that we require to open an account. If we approve your application, we will accept your Signature Card and provide you with appropriate evidence of account ownership. We reserve the right to decline any application to open an account for any lawful reason, and to decline to provide check writing, online banking, debit card, ATM card and/or any other privileges with respect to any account if we determine in our sole discretion that providing you such privileges would present us with unacceptable risks.

**Identity Verification.** The U.S.A. Patriot Act was enacted by the U.S. Congress to help fight the funding of terrorism and money laundering activities. This law requires us to obtain, verify and record information that identifies each person who opens an account. This means that, for individuals, we are required to ask you for your name, street address, date of birth, social security number and certain other information that will allow us to identify you. The name that you provide us must be your legal name, and we are unable to accept nicknames, aliases or your initials as your legal name. We will also ask you to show us your driver's license or another government issued photo ID and at least one other acceptable form of

identification, and will obtain a consumer report concerning you.

For accounts owned by legal entities and other businesses, we generally will require the same information that we require for individual accounts. We will also require a tax identification number for the business, evidence that the business was properly organized with State authorities and has filed all documents necessary to conduct business in Illinois and the municipality where the business is located, and a certified resolution approving the opening of the account, agreeing to the terms of this Agreement and identifying who is authorized to bind the business in transactions involving the account. Accounts with missing or incorrect social security or tax identification numbers are subject to fees in accordance with our Account Holder Fee Schedule.

We reserve the right to follow similar identity verification procedures for persons who are proposed as signatories on accounts that they do not own. All proposed account signatories agree that we may obtain a consumer report concerning them and share information in the report with the owner of the account. If we close or decline to open an account or to permit a person to be added to or remain as an account signatory based on information that is contained in a consumer report, we will give the person who is the subject of the consumer report such notice as is required by applicable law.

**Credit Reports.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit reports. If you believe that our records concerning any of your loan or deposit accounts are inaccurate or incomplete, please send a written notice to us at *BankFinancial*, NA, Attn: Collections Department, 15W060 North Frontage Road, Burr Ridge, Illinois 60527, and we will conduct an appropriate investigation.

**Address.** In most cases, you will need to provide us with the street address of your residence or business when you apply to open an account. Your street address will be the mailing address for your account statements and other mail that we send you unless you request us in writing to send your mail to a different address and we agree to do so. If you move from our local area after you open an account, we will allow you to maintain the account if we believe that we can properly serve you at your new location. We reserve the right to decline to permit individuals or businesses residing outside of our Community Reinvestment Act Assessment Area to open an account.

**Account Beneficiaries.** Certain types of accounts permit you to designate one or more beneficiaries who will become the owners of the account by operation of law upon your death. If you wish to designate an account beneficiary, you will need to provide us with sufficient information to enable us to locate and verify the identity of the beneficiary in the event of your death, such as the beneficiary's address, date of birth, social security number, and/or other identifying information that we consider acceptable.

**Types of Accounts.** We offer a variety of savings, checking, money market, retirement and certificate of deposit accounts. We provide brochures or other forms of notification describing the specific account types within these general categories and their unique

features, conditions and rules. We reserve the right to change the features, terms, conditions and rules for any account type, discontinue any account type and institute new account types at any time in our sole discretion, and if we do so, we will give you any notice that is required by applicable law.

**Signature Cards.** The classification of your account as a personal account or a business account and the form of ownership for your account are encoded on the Signature Card that you must sign when you open the account. You agree to bear the sole responsibility for how the ownership, signatories, authorities and other features of the account are set up, and how each feature could affect the legal interests of you and others. You acknowledge that however your account is set up, you have instructed us as to the proper title for the account, and that we will have no legal responsibility to inform you about how the creation or setup of the account could affect your legal interests. If you have any questions about the legal effect of any account that you establish, you agree to consult your own attorney and not to seek advice from or rely on our Associates to answer questions of a legal nature.

**Temporary Signature Cards.** If you apply to open an account with multiple owners or signatories and all named owners or signatories do not sign the Signature Card or any required account resolution, we may, in our discretion, elect to open the account in the manner that you have requested if you provide us with the name, street address, date of birth and social security number of each named owner, sign a Temporary Signature Card and agree to promptly provide us with a Signature Card and any required account resolution bearing the signature of each named owner and signatory. If you are unable to provide us with the name, street address, date of birth and social security number of any proposed owner of an account, federal law prohibits us from designating that person as an owner of the account.

Any check, deposit or withdrawal slip, and any other item or document bearing or purporting to bear the signature, however or by whomever affixed, of any person whom you have named as an owner or signatory on the account, but for whom you have not provided us with a signed Signature Card and any required account resolution, shall be deemed for all purposes to be the authorized and genuine signature of such named owner or signatory until we receive a Signature Card and any required account resolution bearing the signature of that named owner or signatory.

We reserve the right to close any account for which you have not provided us with a Signature Card and any required account resolution executed by all account owners and signatories, to refuse to honor the signature of any person who has been designated as an owner or signatory if that person has not signed a Signature Card or any required account resolution, and/or to reclassify the account to remove any such person as an owner or signatory.

**FDIC Insurance.** Your deposits are insured up to \$100,000 under the rules and regulations of the FDIC. This insurance coverage limit applies to the total combined amount of funds in all deposit accounts that you maintain with us. The FDIC's rules and regulations provide a variety of ways to structure the ownership of accounts to obtain FDIC insurance for combined deposits totaling more than \$100,000. The FDIC publishes a brochure on this

subject and you may obtain this brochure at any of our branches or from the FDIC's website, [www.fdic.gov](http://www.fdic.gov).

**Service Charges.** We will provide you with this Agreement and an Account Holder Fee Schedule listing our current fees and service charges you when you apply to open an account. You can obtain our most current Account Holder Fee Schedule at any of our branches or by accessing our Internet Branch. Some account types are subject to minimum balance requirements and separate transaction or monthly fees that are not listed on our Account Holder Fee Schedule, but this information is contained in the product brochures for those account types.

You agree to pay all fees and service charges that apply to your account and the transactions that you conduct in your account. We may deduct from any of your accounts any fees and service charges that you owe us without prior notice, regardless of the source of the funds in the account and whether or not they constitute governmental payments or benefits. We will not be liable to you for dishonoring checks or other items because the account does not have sufficient available funds on deposit because of the deduction of fees or service charges from the account.

We reserve the right to amend the Account Holder Fee Schedule at any time in our sole discretion. This includes, but is not limited to, our right to increase, decrease or establish any fee or charge, to change the conditions under which fees and charges will be imposed, and to establish, increase or decrease any minimum balance or deposit requirements that you must maintain in order to avoid the imposition of a fee or charge. We will notify you of any amendments to our Account Holder Fee Schedule if and as required by applicable law, and in doing so, we may use any permissible method of notification. If we waive a fee or charge for any individual transaction or series of transactions, the waiver will not apply to any fees or charges that we imposed or may impose for any other transactions or series of transactions with you or anyone else.

## **ACCOUNT TYPES AND OWNERSHIP RULES**

**Individual Accounts.** An individual account is an account that is owned by one natural person. Any account that is opened by one natural person will be considered an individual account owned by that person in an individual capacity unless we agree to accept a Signature Card specifying a different form of ownership.

**Joint Accounts.** A joint account is an account that is owned by two or more persons. Any account that is opened by two or more persons will be considered a joint account unless we agree to accept a Signature Card specifying a different form of ownership. We offer two types of joint accounts - a joint account with survivorship and a joint account without survivorship. The Signature Card will designate whether the joint account has rights of survivorship. If the Signature Card for a joint account does not specify whether there are rights of survivorship, we will consider the account to be a joint account with survivorship.

The accountholders for a joint account with survivorship will be considered joint tenants with

a right of survivorship and not as tenants in common. Upon the death of a joint owner, the surviving joint owner has the right to all funds in the joint account, subject to our right of setoff and security interest in the account. If more than one joint owner survives, they will own the account as joint tenants with a right of survivorship and not as tenants in common.

The accountholders for a joint account without survivorship will be considered tenants in common with no right of survivorship. Upon the death of an owner of a joint account without survivorship, no surviving owner(s) automatically has a right to all the funds in the account. We will be entitled to presume conclusively that each tenant in common contributed an equal percentage of the funds in the account until a surviving owner notifies us in writing that this is not the case.

Unless we agree to accept a Signature Card that specifies otherwise, you agree that each owner of a joint account may withdraw, by any means that we make available, and without notice to any other joint owner, any or all of the funds on deposit in the joint account, enter into special agreements regarding the account, and stop payment on any check or ACH transaction drawn on the account. We have no obligation to notify any joint owner of any transactions conducted in the account by any other joint owner. Each joint owner guarantees the signatures of the other joint owners on all checks, deposits and withdrawals involving the joint account, and all other transactions and other matters relating to the joint account.

Each joint owner agrees to be jointly and severally liable for any overdraft on a joint account, and for any fee or charge incurred in connection with the joint account, regardless of which joint owner actually conducted the transaction resulting in the overdraft, fee or charge. Each joint owner further agrees that we may use funds in his or her individual accounts to satisfy obligations arising out of the joint account, and authorizes us to exercise our setoff rights against and enforce our security interest in the entire joint account, even if only one of the joint owners is the debtor or obligor. These rights exist regardless of who contributed funds to the joint account. Any notice that we provide to any one joint owner will constitute notice to all joint owners.

**Business Accounts.** Business accounts are accounts that are established by any for-profit corporation, general partnership, limited partnership, limited liability company, association, any other legal entity operated on a for-profit basis, any not-for-profit corporation or association, any governmental entity or unit, or any individual who intends to use or actually uses the account for carrying on a trade or business.

The classification, form of ownership and signature authority for a business account are as designated on the Signature Card and any required account resolution. If there is a conflict between the Signature Card and an account resolution that we accepted, the most recent account resolution that we accepted will be controlling. If the use of an assumed name or trade name is permissible for a business account, the Signature Card and all resolutions must still contain the proper legal name of the owner of the account.

The owner of a business account and its representatives, including its officers, managers, directors and account signatories, undertake to notify us promptly in writing of any change in

the authorized signatories for the account or their authority. Unless and until we receive such written notice, we are entitled to rely, without further inquiry or diligence, on the resolutions and other written authorizations that we have accepted, and are authorized to follow the directions of each person designated in such resolutions as having authority to act on behalf of the owner of the account.

Each person who signs the Signature Card or who is designated on a resolution as signatory on an account represents to us that the business has been duly authorized to open the account and to agree to the terms of this Agreement, and that each person whose name is written or typed on the Signature Card and any required resolution has been duly authorized by the business to open the account and bind the business in all transactions involving the account. If the business is a partnership, each person who signs the Signature Card makes the same representations concerning the partnership, and also represents that the partners agree that any one partner whose name is written or typed on the Signature Card and any required resolution has complete authority to bind the partnership and all other partners in all transactions involving the account. Each partner also agrees that we may use the money in the partnership account to satisfy the obligations of any individual partner to the extent of the individual partner's interest in the partnership, and to use money on deposit in the accounts of the individual partners to satisfy obligations arising out of the partnership.

**Agency and Fiduciary Accounts.** An agency or fiduciary account is an account that is established by one or more individuals acting as an agent, guardian, personal representative, trustee, custodian or authorized signer for some other person or entity, or in some other agency or fiduciary capacity. We may require you and your agent or fiduciary to provide us with certified copies of any applicable agency agreement, trust agreement, court order or other document pursuant to which the account has been authorized. We generally will not accept a court order as evidence of the authority of an agent or fiduciary unless an Illinois court issued the order. The capacity in which the individual is acting must be designated on the Signature Card, and if no such designation is made, we are entitled to assume that the person whose name appears on the Signature Card owns the account in an individual capacity. You authorize us to rely on and follow the directions of the agent or fiduciary regarding the account until we receive written notice that the agency or fiduciary relationship has been terminated and we have had a reasonable time to act upon the notice. You are responsible for the acts and omissions of your agents and fiduciaries, even if they are unauthorized or unlawful. We undertake no obligation to monitor transactions in an agency or fiduciary account to determine whether they are authorized or within the scope of the authority that you gave to your agent or fiduciary, and we will not be liable to you for the misapplication of funds from the account by your agent or fiduciary. All transactions in an agency or fiduciary account are subject to the Illinois Fiduciary Obligations Act, as amended.

**Representative Payee Accounts.** A representative payee account is an account that is established by someone who has been appointed by an agency of the federal government as the representative payee of a designated individual to handle certain federal benefit payments made to the individual. These federal benefit payments may include Social Security survivors or disability benefits. We reserve the right to confirm the authority of the representative payee at any time through any means that we deem appropriate, and may decline to act on the

directions of the representative payee until we are satisfied that proper authority exists. Representative payee accounts are also sometimes referred to as "patient trust accounts."

**Uniform Transfers to Minors Act Accounts.** You may establish an account for a minor under the Illinois Uniform Transfers to Minors Act ("UTMA") provided that the Signature Card designates you as the custodian for the minor under the UTMA. The money in a UTMA account is deemed to be property that you have transferred to the minor, and the account will be maintained under the minor's social security number. The minor is entitled to the money in the account upon reaching the age of 21. If you are a UTMA custodian on an account, you agree that you will promptly notify us in writing as soon as the minor reaches the age of 21 or if the minor dies before reaching the age of 21, and agree to indemnify us for any loss or expense that we incur because of your failure to give us prompt notice of these events. Before we receive such notice, we may honor any checks or drafts drawn on the account and permit withdrawals from the account by the custodian without incurring any liability to the minor, the minor's estate or to any third party. Upon the occurrence of any of these events, your authority as custodian will continue only to the extent allowed by law.

**Accounts Established by Minors.** Illinois law permits a person under the age of 18 to open, maintain and conduct transactions in a deposit account to the same extent as an adult. We may, in our sole discretion, permit a minor to open an account in his or her name, but we generally will not do so unless the account is a joint account and the other joint owner is an adult. In all cases, we may consider and treat any minor who is named as an owner or signatory on an account as if he or she has reached the age of majority. If a minor is a joint tenant on one of your accounts, you should keep in mind that Illinois law permits a minor who is a joint tenant to withdraw any or all funds in the joint account without your knowledge, consent or signature, including withdrawals made in person or by check, debit card or ATM. If you find this unacceptable, you should not open a joint account with the minor and should instead consider opening a UTMA account.

**Totten Trust Accounts.** A Totten Trust account is an account that uses a statutory procedure to automatically transfer, upon your death, the funds on deposit in your account to the persons who are designated in our records as the beneficiaries of the account. If an account is a Totten Trust account, the funds in the account will not vest in the designated beneficiaries until your death. This means that, during your lifetime, you may make deposits to and withdraw funds from the account, and change the account beneficiaries by completing the required forms. If the records for the account designate more than one beneficiary, the designated beneficiaries will hold the account in equal shares as tenants in common upon your death, and not as joint tenants. If no beneficiaries are living at the time of your death, the funds in the account will be paid to your estate.

**Other Trust Accounts.** A trust account is an account that is established by one or more persons or entities who have agreed to serve as the trustee for one or more beneficiaries of a trust. The rights and obligations of the trustees and beneficiaries of a trust account are ordinarily set forth in the applicable trust agreement. You will need to provide us with the trust agreement or other acceptable evidence of authority in order to open a trust account. The Illinois Trust and Payable on Death Accounts Act, as amended from time to time, will be

controlling to the extent that the trust agreement does not cover the legal relationship between multiple trustees with respect to the account, the rights of a trustee to change beneficiaries and to make deposits to or withdraw funds from the account, and the rights of the surviving beneficiaries upon the death of all trustees.

**Estate Accounts.** An estate account is an account established by the executor or administrator of the estate of a decedent. To establish an estate account, you must provide us with certified letters of office issued by a probate court of competent jurisdiction, appropriate identification, and such other documents as we believe are necessary or appropriate under the circumstances. We generally will not accept a court order as evidence of authority unless an Illinois court issued it. We may rely upon letters of office and the apparent authority of the executor or administrator presenting letters of office until such time as we are provided with a notice or order from the court stating that the authority of the executor or administrator has been terminated through resignation, removal or otherwise.

**Retirement Accounts.** We offer several different types of retirement accounts for use in personal retirement planning and for business retirement benefits purposes. Please consult our account brochures for more information about retirement accounts. All retirement accounts are subject to the governing documents executed in connection with the retirement plan and the account.

**Other Types of Ownership.** We may, in our discretion, elect to permit deposit accounts with other types of ownership, but will have no obligation to do so.

## **SPECIAL RULES AND DISCLOSURES FOR INTEREST-BEARING ACCOUNTS**

Interest-bearing accounts are subject to the General Rules For Accounts that appear later in this Agreement, and to the following special rules.

**Interest Rates.** If your account is an interest bearing account, the rate of interest that the funds on deposit in the account will earn will be the rate of interest that we from time to time determine is applicable to the specific type of account that you have. Subject to the normal lag times required to record and communicate rate changes, you can obtain the current interest rate being paid on each account type by visiting any of our banking offices, calling Bank-by-Phone at (800) 244-2265, visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com), or calling our Customer Service Center at (888) 409-5100.

The daily interest rate earned on accounts is  $1/365$  of the annual interest rate, except that funds on deposit on February 29th during a leap year will receive interest for that day. We will credit all interest earned directly to your account unless we agree to other arrangements in writing or this Agreement provides for a different method of payment.

The interest rate that we pay on all interest-bearing accounts other than fixed rate CDs is variable and the Annual Percentage Yield on any indexed account will never be higher than 18%. The interest rate that we pay on fixed rate CDs is subject to change on the maturity date

of the CD provided on the confirmation.

We reserve the right to pay different rates of interest for different available balances in any type of account, and to adjust our interest rates in individual cases, as we deem appropriate, including for deposit accounts opened or maintained at a specific branch or branches, or in connection with any special program, promotion or arrangement.

**Limits on Preauthorized Withdrawals and Transfers.** Federal law currently limits the number of preauthorized transfers and withdrawals that you can make from certain interest bearing accounts, including savings accounts and money market accounts. You may make an unlimited number of withdrawals from your interest bearing account in person, by mail, by ATM, or by telephone if the withdrawal is mailed to you by check. No more than six preauthorized, automatic, online or telephone transfers may be made in any statement cycle period from your interest bearing account to another account that you maintain with us or a third party, and no more than three of these six transfers may be made by check, draft, debit card or similar order payable to a third party. Transfers made through our Internet Branch or Bank-by-Phone count as one of the six pre-authorized transfers. The date the transaction clears your account will determine whether you have exceeded these transfer limits. If you exceed or attempt to exceed these legally imposed transfer limits, we may refuse or reverse the transaction, impose a service fee for the excess transfer requests, close the account and/or reclassify it as a non-interest bearing account. These rules do not apply to CD's, which are subject to separate restrictions on withdrawal and transfer that are set forth later in this Agreement.

**Prior Notice of Withdrawal.** Federal law requires us to reserve the right to require at least 7-calendar days notice prior to the withdrawal or transfer of any funds from an interest-bearing checking account. If we ever exercise this right, we will do so on a 7-calendar day basis, and your request to withdraw or transfer funds will start the notification period.

**Checking Accounts.** We offer both interest bearing and non-interest bearing checking accounts. Federal law currently prohibits us from paying interest on your checking account if it is considered a demand deposit account. This means that your checking account will only be interest bearing if it is a NOW account or another type of checking account that is not considered a demand deposit account under federal law.

Federal law permits NOW accounts to be owned by individuals, sole proprietorships, married couples operating a business as individuals (but not as a partnership, corporation or limited liability company), governmental entities and units, not for profit corporations or associations, and trusts and similar fiduciary accounts in which the entire beneficial interest is held by individuals or qualifying organizations. Federal law prohibits entities organized for profit, including corporations, partnerships and limited liability companies, from holding NOW accounts. If we determine that an accountholder is not eligible under federal law to own a NOW account, we reserve the right to close the account or convert it to a non-interest bearing account without prior notice.

**Indexed Checking Accounts -** The Annual Percentage Yield on your checking account is

variable and is determined by adding a margin to a specified index. The interest rate and corresponding Annual Percentage Yield will change quarterly and the Annual Percentage Yield will never be higher than 18%. If the index applied to your variable rate checking account is discontinued, we reserve the right, subject to applicable federal regulations, to substitute an index formula or schedule that in our sole judgment is similar to the discontinued index.

**All Other Checking Accounts** - The interest rate on your checking account is variable. At our discretion, we may change the interest rate and corresponding Annual Percentage Yield at any time without notice to you, as frequently as daily. There are no limits on the amount that the interest rate may change.

We use the daily balance method to calculate the interest on your interest bearing checking account. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit, unless the deposit is made on a Sunday. Cash and electronic deposits made on a Sunday will start to accrue interest on the next business day. As used in this Agreement, the term "business day" means a calendar day other than Saturday, Sunday, and federal holidays. For other items that you deposit, including checks, interest will start to accrue no later than the business day the Federal Reserve gives us credit for the item. If you close the account before accrued interest is posted to the account, you will earn interest through the calendar day before the date the account is closed.

Your checking account consists of two separate sub-accounts - a transaction sub-account and a non-transaction sub-account. All checks, debits, and withdrawals are presented against the transaction sub-account for payment. Interest is paid at the same rate in both the transaction sub-account and the non-transaction sub-account. One blended Annual Percentage Yield is disclosed on your account statement. We also aggregate the two account balances for purposes of balance requirements and any fees and service charges applicable to your account. We may transfer from time to time all or a portion of the balance in the transaction sub-account to the non-transaction sub-account. We may also transfer up to six times during each monthly statement cycle all or a portion of the balance in the non-transaction sub-account to the transaction sub-account.

**Savings Accounts.** The interest rate on your savings account is variable. At our discretion, we may change the interest rate and the corresponding Annual Percentage Yield at any time without notice to you, as frequently as daily. Interest on your savings account is compounded daily. Interest on statement savings accounts will be credited to the account on the scheduled monthly statement date. Interest on passbook savings accounts will be credited to the account quarterly.

We use the daily balance method to calculate the interest on your savings account. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit, unless the deposit is made on a Sunday. Cash and electronic deposits made on a Sunday will start to accrue interest on the next business day. For other items that you deposit, including checks, interest

will start to accrue no later than the business day the Federal Reserve gives us credit for the item. If you close the account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed.

For certain savings accounts, we issue passbooks as an extra security measure. You must present the passbook to withdraw funds in person or by mail. Unless you previously notified us that your passbook was lost or stolen, we may accept possession of the passbook as sufficient evidence of the possessor's right and authority to withdraw funds from the account without further inquiry and will not be liable for any payment that we make to such person. You can update your passbook in the lobby of any of our branches or by mail. We generally will be unable to update passbooks at our branch drive-up facilities due to time constraints.

Transfers can be made via Bank-By-Phone or Online Banking from statement savings accounts. You may convert your passbook account to a statement savings account at any time without charge if all owners of the account authorize the conversion.

**Money Market Accounts.** Indexed Money Market Accounts - The Annual Percentage Yield on your money market account is variable and is determined by adding a margin to a specified index. The interest rate and corresponding Annual Percentage Yield will change with the same frequency as changes in the index and will never be higher than 18%. If the index applied to your variable rate money market account is discontinued, we reserve the right, subject to applicable federal regulations, to substitute an index formula or schedule that in our sole judgment is similar to the discontinued index.

All Other Money Market Accounts - The interest rate on your money market account is variable. At our discretion the interest rate and corresponding Annual Percentage Yield may change at any time without notice to you, as frequently as daily. There are no limits on the amount that the interest rate may change.

We use the daily balance method to calculate the interest on your money market account. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit, unless the deposit is made on a Sunday. Cash and electronic deposits made on a Sunday will start to accrue interest on the next business day. For other items that you deposit, including checks, interest will start to accrue no later than the business day the Federal Reserve gives us credit for the item. If you close the account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed.

**Certificate of Deposit Accounts.** We will give you a written Deposit Confirmation when you open a Certificate of Deposit ("CD") account. We do not issue physical certificates. The Deposit Confirmation will show the opening principal amount, the applicable interest rate, the Annual Percentage Yield, the frequency and method of interest payments, the maturity date and the applicable prepayment penalty for the CD.

If you maintain a checking account with us, information concerning your CDs, including the interest rate or rates in effect during each statement cycle and the applicable dates, will be

provided to you in a combined account statement for each checking account statement cycle. In other cases, we will send you an annual account statement for your CD that will include annual tax reporting information.

**Indexed Certificate of Deposit Accounts** - The Annual Percentage Yield on your CD account is variable and is determined by adding a margin to a specified index. The interest rate and corresponding Annual Percentage Yield may change weekly, with an Annual Percentage Yield cap of 18%. If the index applied to your variable rate CD account is discontinued, we reserve the right, subject to applicable federal regulations, to substitute an index formula or schedule that in our sole judgment is similar to the discontinued index.

We use the daily balance method to calculate the interest on your CD. This method applies a daily periodic rate to the principal in the account each day. Interest will start to accrue on the date of deposit, unless the deposit is made on a Sunday. Deposits made on a Sunday will start to accrue interest on the next business day.

Interest will be paid until the maturity date for the CD. Interest will be compounded daily and will be credited quarterly for all retail CDs. Wholesale and brokered CD's are subject to special terms that will be established when the CD is issued. If you close a CD account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed, subject to applicable early withdrawal penalties.

Unless a different grace period is stated on the maturity notice that we send you, you will have a grace period of 7-calendar days from your CD's maturity date to make withdrawals from and deposits to your CD, or to change the term of the CD. If our offices are closed for business on the maturity date, we will extend the grace period by one business day. In general, we will give notice at least 20-calendar days in advance of your CD's maturity date.

Your CD will automatically renew on its maturity date except as otherwise indicated on the Deposit Confirmation. The interest rate that we pay on a renewal CD will be the interest rate that we offer to the general the public for CD's of like amount and maturity on the date of renewal. You can prevent an automatic renewal of your CD by giving us written instructions to the contrary on or before the maturity date or by closing the CD on the maturity date or during the 7 day grace period. We reserve the right to call any automatically renewable CD at the end its original term or any renewal term. If called, the CD will stop earning interest on the effective date of the call.

You may not make additional deposits into a CD prior to its maturity date unless the CD is a Retirement CD or it was issued under a special program that permits such deposits. You may increase or decrease the principal amount of your CD during the 7 day grace period following the maturity date.

Interest earned may be added to your CD, credited to another account, or paid in any other manner permitted by the terms of this Agreement. You may withdraw accrued interest that has been posted to your account before the CD's maturity date in person at any of our banking offices, or by requesting an electronic funds transfer. The Annual Percentage Yield that is

disclosed for your CD assumes that all interest will remain on deposit until the maturity date. Any withdrawals of interest that you make before then will reduce earnings on the account and the corresponding Annual Percentage Yield.

Except for transfers of interest earned on your CD, we do not offer electronic funds transfer services for funds on deposit in your CD prior to the maturity date. On the maturity date or during the 7 day grace period, you may request us to electronically transfer any amount on deposit in your CD to another account that you have with us or to an account at another financial institution. Please consult our Account Holder Fee Schedule for applicable fees and charges for electronic funds transfer services.

You may not withdraw any principal balance of a CD before the maturity date without paying an early withdrawal penalty, based on the amount withdrawn, each time you make an early withdrawal of principal unless you die and the withdrawal is requested by the remaining owners of the account or the legal representative of your estate, or a court determines that you are legally incompetent and the CD was opened before the date of the determination and was not extended or renewed after that date, or the CD is of a type that applicable law exempts from early withdrawal penalties. Unless we disclose additional or different terms to you when the CD is issued, the early withdrawal penalties are as follows:

Term	Early Withdrawal Penalty
Up to 91 Days Certificate	Seven days loss of interest if the withdrawal occurs within the first six days after deposit, and 100% loss of interest after the sixth day.
Over 91 Days and up to 1 Year Certificate	Three Months loss of interest.
Over 1 Year and up to 3 Years Certificate	Six Months loss of interest.
Over 3 Years Certificate	One Year loss of interest.

We reserve the right to decline to permit the withdrawal of principal from a CD prior to its maturity date in our sole discretion. Our Associates are not authorized to agree to permit you to withdraw principal from a CD prior to its maturity date until you request us to do so in writing.

Early withdrawal penalties will normally be deducted from the interest that has accrued on the CD, but a reduction in principal may be required if a sufficient amount of accrued interest is not available at the time of the early withdrawal to pay the full amount of the penalty. We make no express or implied agreement to pay a CD prior to its maturity date.

## **GENERAL RULES FOR ACCOUNTS**

**Forms.** We provide a variety of pre-printed forms for transacting business in your account. These forms are designed to work with our state-of-the-art processing systems and to minimize the risk of processing errors and delays. The use of our forms is mandatory in some cases and is optional in others. We ask that you obtain your checks, deposit slips and withdrawal slips from us or our approved vendors to help us process transactions in your account as quickly and efficiently as possible. If you do not obtain your checks, deposit slips and withdrawal slips from us, they nonetheless must comply with all technical specifications that we establish and rejected items will be subject to the fees set forth in our Account Holder Fee Schedule. You are responsible for any processing delays, losses or damages resulting from the failure of any checks, deposit slips and withdrawal slips that you do not obtain from us or our approved vendors to comply with our established technical specifications.

**Account Balances.** You agree to maintain funds in your account in an amount greater than \$0 at all times. If the ledger balance of funds in your account falls below \$0 at any time for any reason, including the return of any checks that you deposited, fees charged to your account, withdrawals, transfers, and checks or ACH debits paid, you will be charged a negative balance fee for each day the account's ledger balance remains negative after the third calendar day. The negative balance fee is in addition to other fees (including fees for items drawn against insufficient collected funds, inactivity, dormancy and the failure to meet the minimum balance requirements for specific account types) that may apply to your account and this fee is described in additional detail in our Account Holder Fee Schedule. You agree to pay us, on demand, the amount of any negative ledger balance existing in your account, however created, and all applicable fees and service charges that we impose for negative balances.

**Deposits.** You may make deposits to your account in person, by mail or by any other means that we make available, including ATM's and our night depositories. You must clearly identify on your deposit slip the account to which you are making a deposit, and will be responsible for any loss or delay caused by a missing, incorrect or unclear identification of the account number. All deposits to your account are subject to our receipt, verification and proof. We reserve the right to review all cash, checks or other items deposited to your account to confirm the amount of the deposit and that all checks and other items are properly payable.

All items that are deposited to your account will be provisionally credited, i.e. the credit will be contingent upon final payment of the items and our receipt of their proceeds. We may charge any item back to your account without prior notice at any time before final payment occurs, whether or not the item was returned, stamped paid or recorded on our books as having been paid, as well as any item that is drawn on us if the item cannot be honored against the drawer's account within the normal handling period for such item.

You agree to maintain complete and accurate records of each item that you deposit to your account, and to cooperate with us in resolving any discrepancies concerning your deposits. If you make an error in adding up the amount of any deposit, you authorize us to correct your account records to reflect the actual amount deposited, even if we gave you a receipt for the

incorrect amount or already posted the incorrect amount to your account. If you have a business account, you agree that you will not, and will not cause or permit your employees or agents to, deposit checks or other items that are made payable to the business entity into any account that is not owned by the business entity. We may refuse, limit or return any deposit or any portion of any deposit for any reason.

**Receipt of Deposits.** If you make a deposit in person at one of our branches other than through a night depository, we will not be deemed to have received the deposit until we have accepted the items deposited. Deposits made at night depositories are subject to the special rules for night depositories discussed below. If you mail a deposit or send a deposit to us by courier, we will not be deemed to have received it until we have received actual delivery of the deposit from the U. S. Postal Service or the courier, and have recorded it on our books and records. We strongly recommend that that you not send cash to us by mail or courier, and if you choose to do so, you agree to assume all risks of loss, including theft, non-delivery and misdelivery.

**Night Depositories.** Our branches generally have two night depositories - a depository with a small access door for the deposit of items in an envelope, and a larger depository with a locked access door for the deposit of items in a deposit bag (a "Locked Depository"). You must use a deposit bag that meets our technical specifications to make deposits into a Locked Depository, and may obtain bags that comply with those specifications from us subject to our Account Holder Fee Schedule. You agree that each envelope or deposit bag that you place in a night depository will only contain cash, checks and other items that are to be deposited into your account, as well as a deposit ticket prepared in duplicate showing the exact contents of the envelope or bag. You also agree that you will properly seal or lock the envelope or deposit bag before placing it in a night depository, and will close and lock the access door on a Locked Depository after each use. We will make a reasonable effort to notify you of any discrepancy between the amounts reflected on your deposit ticket and the amounts that we determine were actually contained in the envelope or deposit bag. We reserve the right to withdraw any night depository from use at any time and for any reason without notice to you, and to decline to permit you to use our night depositories for any reason. You agree to use our night depositories at your own risk. We are not responsible for any deposit that you make to a night depository, or for any loss or damage to any property, including the contents of any envelope or deposit bag that you place into a night depository, unless and until one of our authorized employees physically removes the envelope or deposit bag from the night depository and the deposit is actually recorded on our books and records as having been made to your account.

**Returned Deposits.** If a check or other item that you deposit to your account is returned for non-payment, then the amount of the check or item and any interest earned on that deposit will be deducted from your account and a per item fee will be charged in accordance with our Account Holder Fee Schedule. You waive notice of dishonor, presentment and protest of any returned deposit item, and agree that we may, in our discretion and without notice to you, re-present any returned deposit item, a copy or image of the item or other evidence thereof for payment. You authorize us to pursue collection of returned deposit items, and agree that, in doing so, we may permit the payor bank to hold an item beyond its midnight deadline. If we

are required for any reason to reimburse a governmental entity or agency or a third party for all or any portion of a payment that was deposited into your account through a direct deposit plan, we may, without prior notice to you, deduct the amount returned and any interest earned on that amount from your account or from any other account you have with us, unless the deduction is prohibited by law. This right is in addition to any other rights that we have under this Agreement, including our right of setoff and our security interest in the account.

**Endorsements of Checks.** When you deposit a check or other item into your account, you agree to endorse it exactly as your name(s) appears as the payee(s) of the item and to indemnify us for any loss or expense that we incur because of your failure to do so. If you fail to endorse a deposited item, we may, but are not obligated to, accept the item for deposit without endorsement and/or supply the missing endorsement. We will be deemed to have acted in a commercially reasonable manner if we accept a check on which there is a mismatch between the name of the payee and the endorsement as long as there is a substantial similarity between the payee's name and the way in which the check was endorsed. If a check is payable to you under a different name due to a change in your status due to a marriage or a divorce, you may sign the check as the name appears on the check and then sign it again with your name as it appears on the account.

If you cause or permit any checks or other items to be endorsed with a stamped or facsimile endorsement, you agree that any check or other item that is deposited to your account that bears a stamped or facsimile endorsement of your name or signature, or a name or a signature that is substantially similar to your name or signature, will be deemed to bear your actual endorsement, even if the endorsement was made or affixed by an unauthorized person or with a counterfeit stamp or other device.

If a check is payable to two or more individuals, all joint payees must endorse the item exactly as their names appear as the payees of the item, except that, in our discretion, we may permit an owner of a joint account to endorse the names of the other joint owners of the account on a check that is payable to one or more of the joint owners if the check is deposited into the joint account.

We generally do not accept conditional or qualified endorsements, but if we accept a check bearing a conditional or qualified endorsement, you agree that we may disregard the conditional or qualified endorsement. We generally do not accept endorsements by a third party payee, but if we do so, you agree that we may require that the endorsement be verified or guaranteed.

**Encoded Items.** If you have made prior arrangements with us to encode items that you deposit to your account, and/or to add our endorsement to those items, you agree to comply with the coding and endorsement standards and specifications that we establish from time to time, to be solely responsible for any liabilities and losses that you incur as a result of your failure to comply with those standards, and to indemnify us for any liabilities or losses that we incur as a result of each such failure.

**Banking Days and Cutoff Hours.** As used in this Agreement 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. Please note that some of our banking offices are open on days and at times that are not considered banking days, such as Saturdays, Sundays and federal holidays. Unless a different cutoff time is posted at a branch, the cutoff time for deposits made at the branch is the earlier of the closing time of the branch or 8:00 p.m. (Central

Time). We reserve the right to fix an afternoon hour of 2:00 p.m. (Central Time) or later as a cutoff time for the handling of money and items and the making of entries on our books at any of our branches. All cutoff times are subject to change from time to time in our sole discretion. Subject to the special rules for night depositories that are set forth elsewhere in this Agreement, an item or deposit of money that is received at a branch after the applicable cutoff hour on a banking day, after the close of the banking day, or on a non-banking day will be treated as being received at the opening of the next banking day. If you deposit an item at an ATM on a non-banking day or after 2:00 p.m. (Central Time) on a banking day, we will be deemed to have received the item on the next banking day.

**Collection of Items.** In receiving items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of due care. Special instructions for handling an item are effective only if you submit them to us in writing along with the applicable item and we agree to follow the instructions, and are subject to fees as set forth in our Account Holder Fee Schedule. We will not be liable for any default or negligence of our correspondent institutions or for any loss in transit. You agree that items and their proceeds may be handled pursuant to applicable Federal Reserve regulations and clearinghouse rules.

**Authorized Signature.** All signatures on the Signature Card and any resolution that we accept in connection with your account are authorized signatures for the account. You authorize us to recognize these signatures for the payment of funds and for all other instructions and transactions relating to the account, and agree that we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that any signature is not genuine. You acknowledge that symbols, marks and abbreviated or unintelligible signatures are often easier for a forger to replicate than a signature that clearly reflects all the letters and words in your name, and that the use of symbols, marks and abbreviated or unintelligible signatures could constitute negligence in some circumstances.

**Facsimile Signatures.** You may request us to permit the use of a facsimile signature device for the signing of checks, orders and instructions concerning your account by signing a separate authorization and indemnification agreement. Whether or not you have signed such an authorization or agreement, you agree that, if you authorize, use or permit the use of a facsimile signature device in connection with your account, we may honor and charge your account for any check, order or signed instruction that bears or purports to bear the facsimile signature of you or any account signatory if it resembles any facsimile signature that you authorized, used or permitted, or if it resembles any actual signature or specimen facsimile signature that you have provided us, regardless of by whom or by what means the actual or purported facsimile signature may have been made or affixed, and even if it was made or affixed by an unauthorized person or with a counterfeit facsimile device. You acknowledge that the use of a facsimile device is for your own convenience and benefit, and assume full responsibility for maintaining the security of your facsimile devices and all risks of any unauthorized use of your facsimile device and any use of a counterfeit facsimile device.

**Multiple Signatures.** We may honor any check or other item drawn on your account if it contains at least one authorized signature. If you establish an account that purports to require the signatures of two or more persons on any check or other item drawn on the account, or

that purports to limit the amount of any item that any person can sign, you agree that you have imposed these limitations solely for the purposes of your own convenience and internal controls, and that we will not be liable for any item that lacks the required number of signatures or exceeds any limit established for any account signatory. If you require greater scrutiny of checks and other items drawn on your account, you may request us to make special arrangements to provide customized services for the account, and if we agree to do so, we will memorialize our agreement in writing.

**Powers of Attorney.** If you designate another person to transact business for you through a power of attorney, we will honor it to the extent that we are required to do so by the Illinois Power of Attorney Act, as amended. All actions that we take in connection with a power of attorney purporting to have been granted by you are subject to the provisions of Illinois Power of Attorney Act, including the legal protections and rights that it affords us. All powers of attorney submitted to us are subject to the review and approval of our legal counsel and the legal document review fees set forth on our Account Holder Fee Schedule. Legal review is performed for the protection of our interests only, and it may delay our ability to act immediately on a power of attorney. If we conclude, after consultation with our legal counsel, that doubt exists as to whether honoring a power of attorney would entitle us to the legal protections afforded by the Illinois Power of Attorney Act, we may decline to honor the power of attorney without any liability to you or your attorney in fact, or we may condition our willingness to act on the power of attorney on the agreement of you and/or the person purporting to be your attorney in fact to indemnify us or provide us with a surety bond in an amount equal to the amount such person is seeking to withdraw from your account pursuant to the power of attorney.

**Transfer of Ownership.** Deposit accounts are not transferable or assignable except on our books and records and with our prior written approval. If you wish to grant a security interest in an account as collateral for a loan or other obligation that you owe to someone other than us, you must provide us with a written request, and we reserve the right to decline to honor your request. All transfers, assignments and security interests granted or purportedly granted by you to third parties will be subject, subordinate and junior to our right of setoff and our security interest in the account.

**Check 21.** Check 21 is a federal banking law that permits banks to replace original paper checks that they receive with "substitute checks." A substitute check (also sometimes called an "image replacement document") is a legal document that contains the image of the front and back of the original check and all endorsements, and a legend that states that it is the legal equivalent of the original check. Absent special arrangements, we will not accept substitute checks for deposit into your account. You agree that you will not deposit any substitute checks into you account without our prior approval, or create or cause someone other than a bank in the U.S. check collection process to create any substitute checks for deposit into your account, or use any original checks that contain a background image that interferes with our ability or the ability of another bank to produce a digital image of the check. You also agree to assume the risk of, and to indemnify us for, any losses arising out of your breach of any of these rules or the deposit of any substitute check into your account.

**Account Statements.** Except for passbook accounts and CDs, we will periodically send you or make available to you, by mail, electronically or otherwise, a statement of account that contains a list of the transactions in your account for the period covered by the statement. The manner and frequency with which we will send or make an account statement available to you will vary with the type of account you have. Any account statement that we agree to hold for pickup at one of our branches will be deemed to have been made available to you at the time it is ready for pickup and will be subject to a special handling fee. If you enroll for Online Banking, an account statement will be deemed to be made available to you when you can access it via the Internet.

The statement for your checking or money market account will be accompanied by images of the fronts of your cancelled checks for the applicable statement period. Check imaging is the creation of an electronic picture of each check that clears through your account. Applicable state and federal laws make an imaged record of a cancelled paper check or substitute check the legal equivalent of the original. You agree that we may destroy any original checks and substitute checks after 90 days from the date the applicable account statement is sent or made available to you with their images. We will maintain the capacity to provide you with copies of a check image for a period of seven years after receipt of the check or substitute checks.

**Duty to Examine and Notify.** You agree that you will exercise reasonable promptness in examining each account statement and all accompanying check images that we send or make available to you for an account to determine whether any payment was not authorized because of an alteration or an unauthorized signature, and if you discover or reasonably should have discovered an unauthorized payment, you will notify us promptly of all relevant facts. You further agree that, without regard to your or our lack of care, we will not be liable to you, and you will be barred from bringing legal action against us, in any of the following circumstances: for paying an item with an alteration or unauthorized signature if you do not discover the unauthorized signature or alteration and report it and all other relevant facts to us within 30 days after we send or make available to you a statement of account describing the item by item number, amount and date of payment; in the case of multiple forgeries by the same wrongdoer, for paying any item with an authorized signature or alteration by the same wrongdoer if we paid the item before we received notice from you of the unauthorized signature or alteration and you were afforded a reasonable time, not exceeding 30 days, in which to examine the statement of account on which the first altered or unauthorized item was listed and to notify us within that time period of all relevant facts; for paying an item with an alteration or unauthorized signature if the item was so cleverly altered or drawn without authorization that the alteration or lack of authorization could not be detected by a reasonable person and you were negligent in some manner; for any error concerning your account, including errors relating to transactions, fees or balances, if you do not discover the error and report it to us within 60 days after we send or make available to you a statement of account containing or reflecting the error; and for any claim based on or arising out of an alteration, unauthorized signature or account error if you fail to commence a legal proceeding or action against us within one year after the date on which we send or make available to you a statement of account describing the item containing the alteration or unauthorized signature by item number, amount and date of payment, or containing or reflecting the account error.

**Items Presented.** You authorize us to charge your account for any item drawn on it at the time the item is presented to us, whether the item is presented physically, electronically or through another means, or at any earlier time at which we receive notice that an item drawn on your account was deposited at another financial institution.

**Checks and Withdrawals.** You may withdraw funds from your account in person at any of our branches during business hours, by check, through a funds transfer or at an ATM, but only to the extent that these services are available for your account. We may decline to pay any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form that we have approved. We also reserve the right to decline to pay any check or other item drawn against your account or used to withdraw funds from your account if made in a manner that was not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your type of account.

**Order of Payment.** We may and reserve the right to pay checks or other items drawn on your account or used to withdraw funds from your account in any order that we determine, even if paying a particular check or item results in an insufficient available balance in your account to pay one or more other items that otherwise could have been paid out of the account. Subject to our reservation of this right, the order in which we will pay checks and other items drawn on or used to withdraw funds from your account generally will be from the highest dollar amount to the lowest dollar amount. We also reserve the right to pay ACH debits, ATM withdrawals, fund transfers, and fees and charges due to us from your account in any order that we determine, including before the payment of any checks.

**Overdrafts and Uncollected Funds.** You agree that you will not draw any check or other item on your account or order or initiate any ACH or other debit or any funds transfer against your account, unless there are sufficient available funds in the account to cover the full amount of the check, item, debit or order. We have the unconditional right to dishonor and refuse to pay or accept any check or other item drawn, any ACH or other debit initiated and any funds transfer ordered against your account if there are not sufficient available funds in the account to pay it in its entirety. We will determine the availability of the funds in your account in accordance with our Funds Availability Policy, which is set forth later in this Agreement.

You agree that we may determine whether your account contains sufficient available funds to pay a check, other item, debit or order at any time between the time it is presented to us physically, electronically or through other means and the deadline that applicable law imposes on us for returning, dishonoring or refusing it. You further agree that we will only be required to make one single determination of the balance of available funds in your account in connection with each check, other item, debit or order. We will generally make this one single determination on the date of presentment, but reserve the right to make it on any other date permitted by applicable law.

If your account does not have sufficient available funds to pay any check, other item, ACH

debit or order in its entirety, we may, in our sole discretion and without any obligation to do so, pay, honor or accept, as applicable, the check, other item, debit or order, and charge your account for its full amount and all applicable fees. If we honor, pay or accept any such transaction or series of such transactions, this conduct, standing alone or together with other facts and circumstances, shall in no way obligate us to pay, honor or accept any other transaction or series of transactions at any other time, including, without limitation, future transactions of the same or similar type, and you will not rely on us to make any payments against insufficient available funds. You agree to reimburse us for any costs and expenses that we incur in collecting such amounts from you, including, without limitation, our reasonable attorneys' fees and costs and expenses of suit.

We impose a per item or per transaction fee each time a check or other item is drawn, an ACH debit is initiated or a funds transfer is ordered against your account and the account does not have sufficient available funds to pay it in its entirety. We impose this fee regardless of whether we honor or dishonor, pay or not pay, or accept or refuse the check, other item, debit or order. The fee will be designated as an Uncollected Funds (UCF) Fee if your account has a sufficient ledger balance to pay the check, other item, debit or order, but has an insufficient available balance. If both the ledger balance and available balance are insufficient, the fee will be designated as a Nonsufficient Funds (NSF) Fee. These fees are in addition to the negative balance fee that is described elsewhere in this Agreement. The fees referenced in this paragraph are described in further detail in our Account Holder Fee Schedule.

We offer various overdraft protection plans to our customers, but they do not automatically apply to your account and are subject to your application and our prior approval. These plans usually provide a more cost-effective alternative for you than the fees that we impose for transactions against insufficient available funds and for negative balances. You may apply for an overdraft protection plan by visiting one of our branches during normal business hours. You agree that neither the drawing of a check or other item, the initiation of an ACH or other debit nor the ordering of a funds transfer against insufficient available funds constitutes an application to us for an extension of credit.

**Stop Payment Orders.** You and any person who is authorized to draw checks on your account have the right to stop payment on any check drawn on the account that has not been paid or certified. A stop payment order notice must specify the date and the exact amount of the check, the name of the payee, the check number and your account number. Our check processing systems are automated such that even the slightest error in the information that you provide us about the check may render us unable to process your stop payment order. We will not be liable to you for not following a stop payment order if the information you give us is not correct or complete or if you fail to give us any other reasonable information that we request regarding the check. An oral stop order lapses after 14-calendar days unless you confirm it in writing within that period. A written stop order is effective for six months. Any person who is authorized to draw checks against the account may give, renew or cancel a stop payment order. We do not accept oral renewals of stop payment orders.

We are entitled to a reasonable period of time after you give us a stop payment order to notify our employees and make appropriate entries into our processing systems. If we re-credit your account after paying a check over a stop payment order, you agree to transfer to us all of your

rights against the payee or other holder of the check, and to assist us in any legal action that we take against that person concerning the check. You may not issue a stop payment order on a cashier's check, money order or a check that we issue to you (including a check for an interest payment that we make to you), but we may, in our sole discretion, agree to attempt to stop payment on a lost or stolen check or other instrument if you provide us with a sworn declaration of loss, pay all applicable fees, agree to indemnify us for any losses arising out of the original instrument and wait for the expiration of any waiting period that we impose. All stop payment orders and renewals are subject to the fees set forth in our Account Holder Fee Schedule.

**Post-Dated and Stale Checks.** You agree that you will not draw any checks on your account that bear a date later than the date of issuance, and that we may in our discretion either pay or dishonor any post-dated check. Each post-dated check that you issue is subject to a fee in accordance with our Account Holder Fee Schedule, whether it is paid or dishonored. You also agree that we will not be liable to you for paying a post-dated check or charging your account for it before the indicated date unless you notify us that you have issued a post-dated check and give us a stop payment order that complies with the terms of this Agreement. You further agree that we may, in our sole discretion, either pay or dishonor any check bearing a date more than six months old and that we will not be liable to you for paying such a check or charging your account for it.

**Back of Checks.** You agree that you will not deposit any item into your account that bears an endorsement outside of the area extending three inches from the leading edge of the back of the check to one-and-a-half inches from the trailing edge of the back of the check, or that otherwise obscures the endorsement of the first bank of deposit. You also agree that we will not be liable to you, and you will be liable for any losses, costs and expenses that we sustain, including reasonable attorney's fees, if we are unable to make a timely or proper return of an item drawn on or deposited into your account because of markings in the space on the back of the item that is reserved for the depository bank's endorsement.

**Automated Processing.** We use automated processing procedures to collect and pay items drawn on or deposited into your account. These automated procedures rely primarily on information that is encoded onto each item in magnetic ink. Any item that our processing system rejects because of erroneous or improper coding or the absence of magnetic ink is subject to a fee in accordance with our Account Holder Fee Schedule. You agree that, in paying or taking an item for collection, we may rely exclusively on any information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You also agree that, if the processing procedures that we use from time to time do not require the physical examination of items with a face amount below an internally specified amount, this fact alone will not result in our being deemed to have failed to exercise ordinary care in paying an item.

**Check Cashing.** You may draw a check on your account and cash it at one of our branches as long as there are sufficient available funds in your account to cover the check. You may also request us to cash a check that is drawn on an account at another bank, but we reserve the right to decline to cash the check for any reason. If we are unable to cash such a check,

you may still deposit it to your account for normal processing. We reserve the right to decline to cash any check presented to us for payment by a person who does not maintain a deposit account with us, even if the check is drawn on your account, and to charge fees for check cashing services to the fullest extent permitted by applicable law.

**Electronic Check Conversion.** Some merchants use electronic check conversion to process checks that you give them to pay for goods or services. Merchants who use electronic check conversion will obtain certain information from your check and use that information to initiate an electronic funds transfer in the amount of the check from your account to the merchant's account. The merchant will then destroy the check or return it to you, and we will never receive the check. Consequently, you will not be able to obtain the check or an image of the check from us. The amount of the check, however, will be shown on your account statement as an electronic funds transfer. Merchants who use electronic check conversion are required by federal law to give you advance notice that information from the check will be used to make an electronic payment from your account. If you object to this procedure, you must raise your concerns immediately with the merchant because the use of electronic check conversion by a merchant is beyond our control.

**Funds Transfers.** Subject to any limits imposed by applicable law, you and any authorized signatory on your account may transfer funds between any savings or checking accounts that you own and maintain with us by visiting one of our branches, or by making the transfer at an ATM that permits such transfers, or through Bank-by-Phone or our Internet Branch. You or any authorized signatory may also request us to transfer funds from your checking or savings account to an account that you do not own by providing us with a written Payment Order on a form that we have approved. Funds transfers from your account are subject to the same limits and signature authority as written withdrawals from your account. We will use the funds transfer system of the Federal Reserve Banks or another recognized funds transfer system to carry out any Payment Order that we accept unless the beneficiary's account is also maintained with us. In that case, we will carry out the Payment Order by charging your account and crediting the beneficiary's account. All funds transfers are subject to the fees set forth in our Account Holder Fee Schedule.

We reserve the right to reject any Payment Order for any reason without any liability to you. We will not accept a Payment Order that you give us by telephone, facsimile, mail or courier unless you first agree to the terms and conditions of our Funds Transfer Services Agreement and provide us with a Funds Transfer Services Enrollment Information form. Your Payment Orders must contain complete and accurate identifying information about the beneficiary and the beneficiary's bank, and all other information that we require for Payment Orders. You alone are responsible for the accuracy and completeness of all information contained in your Payment Orders. We have no obligation to verify the accuracy or completeness of such information and are not responsible for detecting any errors or omissions.

We use security procedures to reduce the risk of fraudulent or unauthorized funds transfers and will explain them to you when you give us a Payment Order. Our security procedures are agreed-upon steps that we each must take to verify the authenticity of any Payment Order that is given or purportedly given to us in your name. They are not intended to detect duplicate Payment Orders or errors or omissions in the information that you provide us. If you believe that our security procedures do not afford you with an

appropriate level of security based on your particular circumstances, you may arrange for additional security procedures by providing us with a completed Funds Transfer Services Enrollment Information form. Otherwise, you agree that our security procedures are commercially reasonable and that you will be bound by any Payment Order or instruction issued or purportedly issued in your name, whether or not it was authorized or contains errors or omissions, that we execute in compliance with our security procedures or with any instruction that you give us to disregard any security procedure. You also agree to indemnify and hold us harmless from any cost, liability, or expense, including reasonable attorney's fees in connection with any a Payment Order that we execute in accordance with your instructions and this Agreement.

**Closing an Account.** You may close your account at any time for any reason, subject to the terms and conditions of this Agreement and any applicable waiting period, early withdrawal penalty, and, if applicable, the early closing fee referenced in our Account Holder Fee Schedule. We may also close your account at any time for any reason. If a line of credit is linked to an account, the line of credit will automatically terminate when the account is closed. If we close your account, we will mail a notice and a check for the balance (if any) in the account to the most current statement address shown on our records, reduced by the amount of any inactivity fees, other unpaid fees or service charges, any right of set-off we may have and our rights as a secured party. Any checks or ACH debits that are presented against a closed account will be returned unpaid and you will be charged fees in accordance with our Account Holder Fee Schedule. The closing of an account will not release you from your liability on outstanding checks or other items, any or recurring ACH or other debits, or your responsibility to pay all fees and service charges relating to the account, whether they arose before or after the account was closed. All of your unperformed obligations under this Agreement, including your obligation to indemnify and reimburse us in accordance with this Agreement, will survive the closing of your account.

**Death or Incompetence.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay or collect items in your account until we know of your death or the adjudication and have a reasonable opportunity to act on it. Even with knowledge of your death, we may, for a period of 10 days after the date of death, pay checks drawn on or before the date of death unless a person claiming an interest in the account orders us to stop payment. We reserve the right to require such documentation as we believe is necessary under the circumstances to establish the death of an owner of an account and the legal authority of the estate representative prior to the disbursement of funds.

**Abandoned Property.** We are required to turn over to your State of residence any property that is presumed to have been abandoned under applicable law. States with abandoned property laws ordinarily have procedures that enable you to reclaim any property that we are required to turn over to them. Illinois law generally presumes that you have abandoned funds in a deposit account unless, within a five-year period, you make a deposit or withdrawal to the account, present your passbook to us for the crediting of interest or write to us about the account, or a memorandum in our records shows that you have otherwise indicated your interest in the account during the five-year period. The five-year period generally does not

begin to run for CDs until the expiration of the first rollover term, or for individual retirement accounts until the date you reach the age at which distributions from the account become mandatory under law. If you are not an Illinois resident, please consult the abandoned property laws of the State of your residency for additional information.

**Inactive Accounts.** A checking, savings or money market account is considered inactive if there has not been a deposit, withdrawal or non-automated transfer in the account for more than 180 days. A CD account is considered inactive two years prior to the date on which the CD account will be considered abandoned property under applicable State law. If we classify your account as inactive, we may stop sending you account statements, notices and communications, stop paying interest on the account if and to the extent permitted by applicable law, and impose inactivity fees in accordance with our Account Holder Fee Schedule. We may also charge an inactivity fee for any instrument for which we are directly liable that is not presented to us for payment within one year from the date the instrument was payable, or if the instrument is payable on demand, within one year from the date of issuance.

**Mailings.** Any mail that we send you, including account statements and notices, will be mailed via the U.S. Postal Service to most recent statement mailing address shown on our records. Any mail that we agree to send you mail by overnight delivery or courier will be subject to the fees set forth in our Account Holder Fee Schedule. You agree to notify us of a change of your address, whether it is a temporary or permanent change. We will not forward any mail that the U.S. Postal Service returns to us as undeliverable or send mail to any other address unless you provide us with signed change of address form and confirm its authenticity through procedures that we designate. We are not responsible or liable for any losses caused by lost or undelivered mail. If the U.S. Postal Service returns your mail as undeliverable, we may classify your account as inactive, stop sending you account statements, notices and communications, stop paying interest on the account if and to the extent permitted by applicable law, and impose fees in accordance with our Account Holder Fee Schedule.

**Notices.** Any notice that we are permitted or required to give to you shall be effective when we provide it in any manner permitted by law, including, where applicable, the posting of notice in our branch lobbies. If we are permitted to give you notice by mail, it will be effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at the most recent statement mailing address shown on our records. If you have more than one account with us and the mailing addresses for the accounts are the same address, you agree that we may send a single notice to that mailing address for all of your accounts and the single notice will constitute notice to you for and with respect to all of your accounts. Email is not an acceptable form of notice unless we agree otherwise. Notice that we give to any one owner of a joint account shall be considered notice to all owners of that account. You agree to notify us promptly if you lose a certificate of deposit, a passbook or any checks, or if they are stolen. Any written notice that you send us is not effective until we actually receive it.

**Setoff and Security Interest.** If you ever owe us money for any reason and it becomes due, we have a right of setoff under this Agreement and applicable law that allows us to remove

money from any of your deposit accounts (other than any IRA or a tax-deferred Keogh Retirement Account) to pay the debt. We may use the money to pay the debt even if the withdrawal of the money leaves insufficient available funds in the account to pay outstanding checks or results in your being charged an early withdrawal penalty. If we setoff funds in an account that is subject to taxes or penalties, including an early withdrawal penalty, you will be liable and charged for such taxes and penalties. You grant us a security interest in all accounts (other than your IRA or tax-deferred Keogh Retirement Accounts) that you open or maintain with us to secure all of your obligations to us under this Agreement. This security interest is consensual and confers rights that are in addition to our right of setoff.

**Telephone Requests.** We use various security techniques to verify the identity of persons making telephone requests and orders, including voice verification and recordings. You agree that we may make and retain a recording of any telephone call that you make to us, and any call between us that relates to your account. We reserve the right to decline to act on any telephone request or order for any reason. If we act on a telephone request or order made by the owner of or any signer on account, we may treat the request or order as if it were made to us in a written instruction signed by the account owner or signer and we will not be liable to you for any loss that may occur as a result of our acting on the request or order.

**Facsimile Requests.** We generally do not honor facsimile requests or authorizations. In unusual cases, we may accept an authorization for a single transaction by facsimile if we are able to verify your identity through your signature or other means. We may decline to accept facsimile authorizations at any time, even if we have accepted similar requests in the past.

**Preauthorized Drafts.** If you provide information to a third party about your account, there is a risk that the third party could use that information to fraudulently remove or attempt to remove funds from your account. You agree that, if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed, to the fullest extent permitted by applicable law, to be authorized by you to initiate the debit.

**Instructions.** If you instruct us orally, in writing, or electronically to do or not to do something relating to your account, and if we agree to follow your instructions, you agree to indemnify us for any loss, claim, suit, expense, liability or damage that is caused directly or indirectly by our following your instructions. We reserve the right to decline to follow your instructions for any lawful reason, and to condition our willingness to comply with your instructions upon your providing us with an indemnity bond or other satisfactory means of protecting us against any risks that we believe your instructions present. If you or someone acting on your behalf provides your personal identification number ("PIN") to us or anyone acting on our behalf to authorize or initiate any transaction relating to your account, you agree that we may treat the transaction as if you authorized or initiated it by and through a writing signed by you and delivered to us.

**Legal Process.** If a legal, regulatory or governmental proceeding is brought involving your account, including a garnishment, attachment, citation to discover assets, tax levy or lien, or any similar proceeding, you will not be able to withdraw any funds in your accounts that are covered by the proceeding, and we will not be liable to you for any money in your accounts that we determine in good faith must be paid to a court or a third party because of the proceeding, even if paying the money leaves insufficient funds in an account to pay outstanding checks. We charge fees for receiving and responding to legal, regulatory or governmental proceedings involving your account and they are listed on our current Account Holder Fee Schedule. Any garnishment or similar legal action involving your account is subject to our right of setoff and security interest to the fullest extent permitted by applicable law.

**Adverse Claims.** The Illinois Adverse Claims to Deposit Accounts Act, as amended, applies to all accounts that you open and maintain with us. We are not required to recognize any claim or claim of authority to any account made by a person other than the depositor in the absence of a court order, or in our sole discretion, a surety bond in an amount and with coverage satisfactory to us. If we receive notice of an adverse claim, we may freeze or place a hold on sufficient funds to cover the adverse claim and leave the freeze or hold in effect for as long as it appears to us that the claim has a legal or factual basis. In our discretion, we may interplead some or all of the funds in the account with a court or seek other appropriate judicial relief, in which case you agree to reimburse us for all costs, charges and expenses, including reasonable attorneys' fees that we incur in taking such actions.

**Disputes and Litigation.** If we become a party to or otherwise become involved in a dispute or legal action relating to or affecting your account, you agree to indemnify, compensate and reimburse us for all losses, damages, costs, charges and expenses, including reasonable attorneys' fees, that we incur as a result of such dispute or legal action. This includes a dispute or legal action between you and us involving the account and disputes or legal actions between you and an authorized signatory, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signor, 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 to comply with applicable law or protect our interests, whether or not we actually become involved in the dispute or legal action.

**Force Majeure.** You agree that, to the fullest extent not prohibited by applicable law, we will not be liable to you for any loss or damage resulting from any cause beyond our reasonable control, including, but not limited to, losses or damage resulting from your acts or omissions, Internet or other network failures or capacity limitations, telephone line or switch failures, electrical power failures, compliance with orders or instructions of any federal, state or municipal government or any department or agency thereof that delays or restricts our performance, acts of God, acts of third parties (including terrorists), unauthorized access or intrusions to our processing systems, acts of civil or military authority, fires, embargoes, war or riot.

**Waivers.** We reserve the right to waive the applicability of any fee, charge or provision of this Agreement with respect to any transaction(s) with you, but no such waiver will affect our

rights to enforce the fee, charge or other provisions in any other transaction(s) with you or in any transaction(s) with other customers. No waiver that we elect to give will modify or amend this Agreement. No course of dealing, delay, omission or failure on our part in exercising any rights will constitute a waiver of our rights under this Agreement or otherwise.

**Governing Laws.** This Agreement is governed and will be interpreted under the laws of the State of Illinois. Where applicable, this Agreement is also governed and will be interpreted under the laws the United States, the rules and regulations of the Office of Thrift Supervision and other proper bank regulatory authorities, the operating letters of the various Federal Reserve Banks and clearinghouse rules. If you are a party to an Automated Clearing House (ACH) transaction that results in the posting of a debit or a credit to your account, you agree that the transaction shall be governed by the rules and regulations of the National Automated Clearinghouse Association and any local clearinghouse used to effect the transaction. If any provision of this Agreement is declared invalid, unenforceable or illegal, the validity, enforceability and legality of the other provisions of this Agreement will not be affected and they will remain in full force and effect.

**Amendments.** We reserve the right to amend this Agreement and any other term or condition to which your account is or may be subject at any time in our sole discretion. If any amendment that we make will reduce the Annual Percentage Yield on your account or if you are a consumer and the amendment will adversely affect you, we will mail or deliver a notice of the amendment to you at least 30-calendar days before its effective date or as otherwise required by applicable law. We may mail a separate notice to your most recent statement mailing address, or we may place the notice on or include it with an account statement that we mail to that address. The amendment will be effective on the date specified in the notice. For any other type of amendment, we may notify you of the amendment by any lawful means if applicable law requires notice, and the amendment will be effective on any date that we lawfully designate. If you do not agree with any amendment, you may close the account before its effective date. If you continue to use the account or keep it open after the effective date of any amendment, you will be deemed to have agreed to the amendment. This Agreement can be amended only in a writing approved by our Chief Executive Officer and General Counsel. If one of our Associates or agents tells you something that conflicts or is inconsistent with any provision of this Agreement, the provisions of Agreement will be controlling.

**General Terms.** All owners of any accounts maintained with us are jointly and severally bound by this Agreement. This Agreement is not intended to confer any rights, benefits or remedies on any person who is not the owner of an account and there are no intended third party beneficiaries. You may not assign this Agreement without our prior written consent, but this Agreement shall be binding on your heirs, personal representatives, administrators and executors and administrators in the event of you death if you are an individual, and on your successors in interest if you are a legal entity. If any provision or provisions of this Agreement is held by any regulatory authority or having jurisdiction over us to be invalid, illegal, unenforceable or in conflict, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding and shall remain in

full force and effect.

## **PRIVACY AND SECURITY OF CUSTOMER INFORMATION**

**Privacy and Security of Information.** Our strong commitment to the privacy and security of customer information is set forth in Privacy Principles that our Board of Directors has adopted. We will mail you a copy of our Privacy Principles annually as required by applicable law. You may also obtain a copy of our Privacy Principles at any of our branches or by visiting our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com).

## **ELECTRONIC FUNDS TRANSFERS AND ATM'S**

This section contains additional information regarding the rights and responsibilities you and we may have pertaining to electronic funds transfers and pertains only to accounts established primarily for personal, family, or household purposes. The term electronic funds transfers includes transfers of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing *BankFinancial*, NA to debit or credit an account. This includes automated teller machine (ATM) and point of sale (POS) transfers, *BankFinancial*, NA Visa Check Card transactions, direct deposits, pre-authorized withdrawals of funds, online banking, bill payment, electronic check conversion transactions, and telephone transfers. These services are provided only for customers who qualify and who have specifically arranged for these services. **Electronic Deposits/Withdrawals.** If you provide authorization to accept deposits or honor withdrawals electronically, we will provide such services according to the policies and procedures of the Bank then in effect.

**Preauthorized Deposits (Credits).** You can arrange to have certain recurring payments (for example Social Security payments, payroll payments, or insurance or retirement payments) automatically deposited into a checking, NOW, savings, or MMDA account.

**Pre-authorized Withdrawals (Debits).** You can arrange to have certain recurring withdrawals (for example loan payments, or insurance premium payments) automatically paid from a checking, NOW, statement savings, or MMDA account. If you wish to terminate electronic withdrawals you must notify us and the payee at least three business days in advance of the next scheduled withdrawal.

***BankFinancial*, NA Visa® Check Card or ATM Card and Point of Sale ("POS") Transactions.** Your Visa Check Card may be used for transactions involving a checking or NOW account only. Your ATM card may be used for transactions involving a checking, NOW, statement savings, or MMDA account.

You may use your Visa Check Card to obtain Cash Advances or purchase goods or pay for services **without a PIN** at merchants or financial institutions that display a Visa logo up to \$2,500 per card each day unless we advise you that a different limit is applicable to your card.

You may use your Visa Check Card or ATM Card to:

- Purchase goods or pay for services using your card with a PIN at merchants that display a Visa or STAR logo.

- Obtain cash advances at any financial institution that displays a Visa Logo and some merchants that display a STAR logo

Perform the transactions listed below at any ATM (as available)

- Withdraw cash from a designated account
- Transfer funds between accounts at *BankFinancial*, NA
- Perform a balance inquiry
- Make deposits to your *BankFinancial*, NA checking or savings account

You may use your *BankFinancial*, NA Visa Check Card or ATM Card for purchases with a PIN and cash advances up to \$1,500 per card per day, or you may withdraw from ATMs up to \$500 per card per day unless we advise you that a different limit is applicable to your Card. We are not required to make a transfer from your account if you have insufficient funds to cover the transfer.

All transactions initiated through any ATM are subject to verification. Transactions made after 2:00 p.m. on any business day or on a non-business day will not be processed until the following business day.

**Bank-by-Phone.** Using your PIN and touch tone telephone, you may access your checking, NOW, Money Market, or savings account(s) via our Bank-by-Phone system. You may review the Bank by Phone services we offer by referring to our Electronic Banking & Express Access Services brochure.

**Online Banking.** Online banking is available via our Internet Branch [www.bankfinancial.com](http://www.bankfinancial.com). Using your PIN and personal computer you may access your checking, NOW, Money Market, or savings account online. You may review the online banking services that we offer and the terms of our Online Banking Agreement by visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com). Your online banking transactions are subject to the terms of this Agreement and our Online Banking Agreement

You may also separately apply to use the Bill Payment Service offered by *BankFinancial*, NA to receive and pay bills online. (Terms and conditions for online bill payment services will be provided to you separately at the time you are accepted for this service.)

**Electronic Fund Transfers Initiated by a Third Party.** 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. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction 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 who you have authorized to initiate these electronic fund transfers.

**Limitations on Frequency of Transfers.** No more than six pre-authorized,

automatic, online or telephone transfers may be made in any statement cycle period from your savings or money market account to another account you maintain with us or to a third party; no more than three of these six transfers may be made by draft, debit card, or similar order made payable to a third party. Transfers made through our Internet Branch or Bank-By-Phone count as one of the six pre-authorized transfers.

**Service Fees.** Certain electronic funds transfers may be subject to a service fee. Service fees currently in effect are disclosed on the Account Holder Fee Schedule. The service fees are subject to change at any time. You authorize us to deduct any service fees directly from your designated account or any other account if you have an insufficient available balance in your designated account.

In addition, when you use an ATM not owned by us, the owner of the ATM terminal may charge you a fee.

**Card Services Security.** You are the only authorized user of your Card and your secret Personal Identification Number ("PIN"). You agree not to give anyone else your card. You agree not to reveal your PIN to anyone or to keep it written on or with your Card. You also agree to notify us promptly of any loss or theft of your Card or PIN.

**Bank-by-Phone and Online Banking Security.** A Personal Identification Number ("PIN") and an Access Number are needed to access your accounts through Bank-by-Phone or Online Banking. Your access to those systems will be denied if you don't enter the correct Access Number and PIN. You agree not to reveal your PIN or Access Number to anyone and to notify us promptly of any loss or theft of your Access Number or PIN.

**Documentation of Transactions.** For ATM transactions, you will receive a receipt each time you use your Card to make transactions (except for balance inquiries) at an ATM, unless the terminal is not working properly or you elect not to receive a receipt. For Point-of-Sale transactions, you will get a receipt from the merchant. If you have arranged to have electronic deposits made to your account from the same payer at least once every 60 calendar days, you can verify the deposit online at [www.bankfinancial.com](http://www.bankfinancial.com), call Bank-by-Phone at (888) 244-2265 or call us at (888) 409-5100 to find out whether we received your deposit. These electronic deposits will also appear on the periodic account statements mailed to you. You acknowledge and agree that we are not required to provide any other written notice to you concerning the receipt of your deposits. You will receive a statement for any month in which there was an electronic funds transfer made to or from your account. At your request, we will update your passbook during regular lobby business hours at any *BankFinancial*, NA office or by mail.

If your regular electronic payments may vary in amount, the person or company you are paying will notify you at least ten calendar days before each payment about the date and amount of the payment. You may ask your payee to notify you only if the payment would differ by more than a certain amount from the previous payment or when the amount would exceed certain limits established by you.

**Stop Payments.** If you have authorized regular electronic payments from your account, you may stop any of these payments by calling us at (888) 409-5100 or writing our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL

60415 in time for us to receive your request three business days or more before the scheduled transfer date. If you call, we will also require you to confirm your request in writing within fourteen calendar days. Each stop payment is subject to the Account Holder Fee Schedule then in effect.

If we receive your stop payment order three business days or more before the scheduled transfer date, and we fail to execute the stop payment order, we will be liable for your losses or damages to the extent provided in applicable law.

**Unauthorized Transactions.** Tell us at once if you believe there has been an unauthorized transaction on your account or your card and/or PIN has been lost or stolen. Telephoning us at (888) 409-5100 is the best way of minimizing your possible losses. After notifying us by telephone, you must also write our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL 60415 to confirm your telephone notification.

You could lose all the money in your account plus any amount available under your overdraft line of credit (if applicable). If you tell us within two business days after you learn of the loss, theft or unauthorized transaction, you can lose no more than \$50 if someone used your Card or PIN without your permission or if someone transfers funds from your account without your permission. However, you could lose as much as \$500 if:

- You do not notify us within two business days after you learn of the unauthorized transaction, loss or theft of your Card or PIN.
- We can prove that we could have stopped someone from using your Card or PIN or transferring funds without your permission if you had told us.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 calendar days after we mail your statement to you, you may not get back any money you lost after the 60 calendar 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 these time periods.

We may rely upon any authorization of any Funds Transfer Representative to transfer funds, including those drawn to the individual order of any such person or persons authorizing the transfer, without further inquiry or regard to the authority of said person or persons or the use of the proceeds of said transfers. Requirements of countersignature, multiple signatures or other limitations imposed with respect to the use of checks, drafts or written instructions are inapplicable to electronic funds transfer transactions.

**Errors or Questions.** In case of errors or questions about your electronic funds transfers call us at (888) 409-5100 or write us at our Electronic Banking Department, 6415 W. 95th Street, Chicago Ridge, IL 60415 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 calendar days after we sent the first statement on which the problem or error appeared and give us the following information:

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

If you tell us by telephone or in person, you must also send us your complaint or question in writing to our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL 60415 within ten business days. We will notify you of the results of our investigation within ten business days after we hear from you and will correct any error promptly. We will notify you of the results of our investigation within 20 business days if the notice of error involves an electronic funds transfer to or from a new account. An account is considered a new account within 30 days after the first deposit to the account is made. If we need more time, however, we may take up to 45 days (90 days if the transfer involves 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 provisionally recredit your account within ten business days (20 days if the notice of error involves a new account) for the amount you think is in error so you will have use of the money during the time it takes us to complete our investigation. When we ask you to put your complaint or question in writing, we must receive it within ten business days or we may not provisionally recredit your account. If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation and we will debit your account for any amount provisionally recredited. You may ask us for copies of documents used in the investigation.

**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, subject to certain exceptions. We will not be liable if, through no fault of ours, you do not have a sufficient available balance to complete the transfer; the transfer would exceed the credit limit on your overdraft line of credit (if applicable); the ATM where you are making the transfer does not have enough cash; if the ATM or system was working improperly and you knew about the breakdown when you started the transaction; if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; if any merchant refuses to honor your Card or if the account is subject to legal proceedings or other claims or actions. Except for your rights and our responsibilities actually stated in this Account Agreement and Disclosure Statement and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, injury or damage resulting from the use of your Card, any ATM's or other electronic funds transfer services and you waive all such claims.

**Disclosure of Account Information.** We may disclose information about your accounts under the following circumstances:

- When it is necessary to complete transfers or transactions or to send notice of

nonpayment.

- To our accountants, attorneys or federal or state regulatory agencies with jurisdiction over the Bank.
- To exchange credit information, in the regular course of business, with other financial institutions or commercial enterprises, directly or through credit reporting agencies.
- To advise third parties of accounts closed for misuse.
- To furnish information to law enforcement authorities when we reasonably believe we have been the victim of a crime.
- To comply with government or court orders or to furnish any information required by statute.
- To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information.
- When we are attempting to collect an obligation owed to us.
- When otherwise permitted or required by law.

**Business Days.** Every day is a business day except Saturday, Sunday and federal holidays. Please note that some of our locations are open on days that are not considered business days.

**Amendments.** We may amend this Agreement at any time by giving you written notice of the change. If any amendment involves our electronic funds transfer services or ATM/Debit Cards and results in greater cost or liability to you, we will give you at least 21 calendar days notice by mailing a copy of such amendment to you at your address as shown in our records. Amendments shall be effective unless, before the effective date of the amendment, you return your Cards to us together with written notice that you do not accept the amendment. Upon said notice, we may discontinue all electronic funds transfer services to your account.

**Termination.** We may terminate or limit the electronic funds transfer services we offer to you under this Agreement, including revocation of your Card at any time. The Card and the PIN are our property and you agree to return them to us upon demand. The rules, regulations and agreements that govern your deposit accounts apply to all transactions initiated with the Card and to all other electronic funds transfers affecting those accounts.

#### **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to your checking accounts only.

**Your Ability To Withdraw Funds At *BankFinancial*, NA.** Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**Determining The Availability Of A Deposit.** The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday and federal holidays. A banking day is 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 on a banking day before the designated cutoff time for a particular branch, we will consider that day to be the day of your deposit. However, if you make a deposit after the designated cutoff time, or on a day that is not a banking day, we will consider your deposit to have been made on the next business day that we are open. The cutoff time for all consumer deposits at our

branches will be the closing time for the branch, or 8:00 p.m., whichever is earlier unless a different cutoff time is posted. You should contact your local **BankFinancial**, NA branch location to obtain its cutoff and closing times. Deposits placed in a night depository are subject to the special rules elsewhere in this Agreement. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability:**

- Funds from the following deposits are available on the same business day of your deposit:
  - U. S. Treasury checks that are payable to you.
  - Wire transfers.
  - Funds from electronic direct deposits to your account such as social security benefits and payroll payments.
  - Checks drawn on **BankFinancial**, NA that are payable to you.
- If you make the deposit in person to a teller or a personal banker, funds from the following deposits are also available on the same business day of your deposit:
  - Cash.
  - State of Illinois checks and checks from general local governments that are located in Illinois if these items are payable to you.
  - Cashier's, official bank, certified and teller's checks that are payable to you.
  - Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders if these items are payable to you.

**Next-Day Availability.** If you do not make your deposit in person to a teller or personal banker (for example, if you mail the deposit), funds from the above deposits will be available on the next business day after the day of your deposit.

**Other Check Deposits.** The delay for other check deposits depends on whether the check is a local or a non-local check. To see whether a check is a local or a non-local check, look at the routing number on the check.

Personal Check

	Date
Pay to the order of _____	
_____ \$ Dollars	
(Bank name and location)	
123456789 000000000 000	

▲ Routing Number

Business Check

	Date
Name of Company Address, City, State	
Pay to the order of _____	
_____ \$ Dollars	
(Bank name and location)	
000000000 123456789 000000000 000	

▲ Routing Number

Some checks, such as a check drawn on a credit union with a payable through arrangement, are marked "payable through" and have a four or nine digit number nearby. For these checks use the first four digits of this number instead of the routing number at the bottom of the check to determine if the check is local or non-local. Once you have determined the first four digits of the routing number (1234 in the example above), the following chart will show you when funds from the check will be available.

### Retail Deposits

<b>First four digits from the routing number</b>	<b>When the funds from a day's total deposits are available</b>	<b>When funds are available if a Monday deposit is made</b>	
0710 2710	\$100 on the first business day after the day of your deposit	Tuesday	
0711 2711			
0712 2712		Remaining funds on the second business day after the day of your deposit	Wednesday
0719 2719			
0750 2750			
0759 2759			
All other numbers	\$100 on the first business day after the day of your deposit	Tuesday	
	Remaining funds on the fifth business day after the day of your deposit	Monday of the following week	

If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

### Commercial Deposits

<b>First four digits from the routing number</b>	<b>When the funds from a day's total deposits are available</b>	<b>When funds are available if a Monday deposit is made</b>
0710 2710	All funds are available on the first business day after the day of your deposit.	Tuesday
0711 2711		
0712 2712		
0719 2719		
0750 2750		
0759 2759		

	Remaining funds on the second business day after the day of your deposit	Wednesday
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**Deposits Made At Automated Teller Machines (ATMs).** Funds from any deposit, whether cash or check, made at a *BankFinancial*, NA (proprietary) ATM will be available on the second business day after the day of your deposit. Deposits made at an ATM not owned or operated by us (nonproprietary ATM) will not be available until the third business day after the day of deposit. All of our proprietary ATMs will have our name attached. Refer to our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com) for a complete listing of proprietary ATMs.

If you make a deposit at a proprietary ATM before 2:00 p.m. on a business day that we are open, we will consider the deposit made that day. Deposits made after 2:00 p.m. on any business day, on a non-business day, or on a day we are not open will be considered deposited to your account as of the next business day we are open.

**Longer Delays May Apply.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

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

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from wire transfers, and the first \$5,000 of a day's total deposits of cashier's official bank, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh 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 a teller or a personal banker, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

**Holds On Other Funds (Check Cashing).** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 local check for you, \$100 of funds already in your

check.

**Holds On Other Funds (Other Account).** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**NOTE: We reserve the right to grant faster availability in any circumstances that we deem appropriate.**

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