



# **Account Agreement and Disclosures**

## **OFFICE LOCATIONS:**

### **Marengo**

**800 West Grant Highway**

**P.O. Box 255**

**Marengo, IL 60152**

**Phone: (815) 568-4100**

**Fax: (815) 568-4138**

### **Union**

**18001 Jefferson Street**

**Union, IL 60180**

**Phone: (815) 923-4100**

**Fax: (815) 923-2222**

### **Elgin**

**1000 S. McLean Blvd.**

**Elgin, IL 60123**

**Phone: (847) 310-4477**

### **Woodstock**

**233 Main Street**

**Woodstock, IL. 60098**

**Phone: (815) 568-4100**

**[www.prairiecommunitybank.com](http://www.prairiecommunitybank.com)**

**MEMBER FDIC**



## Welcome to Prairie Community Bank

This Account Agreement and Disclosure is provided to all our customers on request and at the time of account opening. The signature card you signed shows that you own the account. When you signed it, you promised to be bound to the terms of this agreement, as amended from time to time, and the rules and regulations in it. This agreement supersedes all previous agreements as to such account. If there's a conflict between the agreement and something said by one of our employees, we'll follow the agreement. You agree to this method of settling any differences. As used in this agreement, the word "we" means the Bank and the word "you" means the account holder(s). Thank you for choosing Prairie Community Bank to serve your financial needs.

### FDIC INSURANCE

The FDIC protects the depositors of insured Banks against the loss of their deposits due to a bank failure. The standard insurance amount is \$250,000 per depositor. Insurance coverage is dependent upon account ownership categories and subject to FDIC requirements.

### TYPES OF ACCOUNTS

This agreement outlines the terms of the different types of deposit accounts indicated below. We have described each account by comparing and contrasting it with the others. As you read down the list, you will notice changes in interest routines and in the terms of withdrawing funds on deposit. Since not all sections of this agreement apply to all types of accounts, we have noted any exceptions.

#### Checking Account

A checking account is a non-interest-bearing account from which available funds on deposit can be withdrawn on demand by presenting a properly drawn check.

#### NOW Account

A NOW account is a market rate, interest-bearing account from which available funds on deposit can be withdrawn by presenting a properly drawn negotiable instrument called a "negotiable order of withdrawal" (abbreviated NOW). It is the negotiable order of withdrawal which gives this account its name. Eligibility for NOW accounts are limited to individuals, sole proprietorships and not-for-profit organizations.

#### Savings and Money Market Accounts

Savings accounts are interest-bearing accounts from which available funds on deposit can be withdrawn by presenting a properly completed withdrawal request form to one of our tellers. Money Market accounts are a market rate, interest-bearing account with limited draft writing privileges. Transactions involving these accounts are governed by Bank policy, the bank reserves the right to limit transactions as follows: You may only make up to six (6) withdrawals and/or external transfers each statement cycle by check (for accounts with check privileges), withdrawal done in person, withdrawal at an ATM, internal transfer to another account with us, preauthorized or automatic transfer via an automated clearing house service (e.g., automated debits for monthly bills), draft, wire transfer, point-of-sale debit card, telephone and/or online banking, mobile banking or other electronic means (including Zelle). If you exceed this limitation, we may refuse to honor the excessive transaction(s), remove your transfer privileges, close the account, convert it to another type of account, and/or impose fees for exceeding the limits. Refer to the Bank's "[Service and Fee Schedule](#)".

#### Time Deposits

Time deposits, whether evidenced by certificate or statement, are subject to the same terms as savings accounts, with the following exceptions:

1. Time deposits withdrawn prior to their maturity date are subject to penalty as set by the Bank.
2. The Bank reserves the right to review each time deposit on or before maturity and determines whether or not the deposit will be renewed at the same or at a changed interest rate or paid back to the customer as a matured deposit. Any changes must be with prior notification to you.

### OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

The rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records.

**Individual Account:** This type of account is owned by one person

**Joint Account-with Right of Survivorship (And Not as Tenants in Common):** This type of account is owned by two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivors. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Custodial Accounts for Minors:** When you establish a Uniform Transfers to Minors Act (UTMA) account, you, as the custodian, can make deposits and withdrawals for the benefit of the minor under the provisions of the UTMA. The custodian for the minor under the act must be an adult or trust company; a successor custodian may be designated at the time of account opening. The minor's social security number along with their name must be used.

**Revocable Trust or Pay-On-Death Account:** Upon the owner's death, if sole owner, the beneficiary(s) shown on the account records will become the owner of the account. If two or more persons create the account, you own the account jointly with the right of survivorship. Beneficiaries of these accounts cannot withdrawal unless: (1) all persons creating the account die, and (2) the beneficiary(s) is then living. If two or more beneficiaries are

named and survive death of the account owner(s), such beneficiaries will own the account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdrawal all or part of the deposit at any time.

**Corporate, Partnership, and Other Organizational Accounts:** We will usually require a separate authorization form designating the person(s) permitted and condition(s) required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

## TERMS AND CONDITIONS

**US Patriot Act:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We will also ask to see your valid driver's license or other identifying documents.

**Credit Investigation/Reporting:** The Bank uses a credit reporting agency to verify previous banking relationships. If the information received results in the Bank's refusal to open an account, you will receive the name and address of the reporting agency. The Bank will report closed accounts it reasonably believes to have been mishandled by the customer.

**Deposits and Credits to Your Account** – All items for deposit or collection, though provisionally credited, are received or purchased subject to proof and collection. Until the proceeds thereof in money are actually received by the Bank or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by the customer or the Bank may decline payment drawn on deposits. The Bank acts only as the customer's collection agent and shall not be liable for any loss caused by the negligence or failure of its agents, correspondents, or other bank while the item is in their hands or in transit. The customer agrees that the Bank can pursue collection of previously dishonored items and waives any time restriction on the Bank's election to finally pay or revoke provisional credit for any item. Failure to enforce these rights by the Bank shall not be considered a waiver thereof. If there are special fees for collecting your deposit, you promise to pay them. We specifically reserve the right to refuse, limit or return your deposit.

**Withdrawals:** Subject to the limitations set forth in this agreement, you may make withdrawals from your account in any manner permitted by the Bank for the type of account that you have opened. **Note:** Check writing privileges are not available with savings accounts or time deposits.

**Required Notice:** Federal regulations provide that we must retain the right to require at least 7 days-notice prior to any withdrawal from a savings account, money market account, or NOW account. If we tell you that we require 7 days-notice, we will not pay your funds until the expiration of that notice period. Although we usually pay withdrawals or checks without notice, our doing so does not mean that we give up this right.

**Interest:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). The circumstances in which interest will not be paid, the frequency of interest posting, and any applicable early withdrawal penalty are set forth in our "Rate and Fee Schedule". The Bank may increase or decrease the interest rate and annual percentage yield (APY) on all open-ended deposit accounts. All adjustments of interest rate and APY will be at the Bank's discretion and will not necessarily be predicated on the change in any published rate or index. Notification of interest rate and APY adjustments will be made available at each Bank facility or location. This rule replaces or supersedes all previously published or disclosed rules relating to interest rates on open-ended deposit accounts. Open-ended deposit accounts mean a deposit other than a time certification of deposit. We may elect to pay higher rates of interest for higher balance levels and different rates for deposits into different accounts. No interest shall accrue or be payable in excess of any rate from time to time permitted by law.

**Daily Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Check Cashing:** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical. If you don't have enough money available in your account to cover a check you ask us to cash, we have the right not to cash it.

**Restrictive Legends or Endorsements:** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00". The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**Service and Fee Charges:** You agree to pay the service and fee charges that may be imposed under this agreement and to pay any additional charge we may impose for services requested, which are not contemplated by this agreement, whether caused by you or another authorized to use the account. The current "Service and Fee Schedule" which applies to your account is available upon request. These service and fee charges are subject to change at any time in accordance with the Amendment section of this agreement. We may deduct any service and fee charges from your account.

**Business Customer - Vendor Information:** Any third-party servicer or vendor, including any value added networks ("Vendor") used by you in connection with any of the services shall be deemed to be your agent and you will be liable for (a) any Vendor's failure to comply with any security procedures or operating requirements relating to the services hereunder, (b) for all fees, costs and expenses owed to each Vendor or its services, and (c) for any claims, damages, costs and expenses incurred as a result of any Vendor's failure to perform, or delay or error in performing its services.

**Statement Frequency:** We will regularly send you a periodic statement of your account. If your statements are returned because of an incorrect address, we'll suspend further mailing until we receive a correct address. We reserve the right not to send statements on accounts we consider inactive. For all purposes it will be considered as if we had made your statement available to you as of the statement date that was or would have printed on your statement. Unless applicable law provides otherwise, we may change the frequency of statements without providing notice to you of such change.

**Consumer Responsibility to Review your Transactions:** You agree to carefully review your account statement and each transaction as soon as possible. You must notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 60 days) after we send or make available to you your statement. If you do not notify us (1) you cannot assert the unauthorized signature or alteration against us even if we are unable to show a loss due to your failure and, (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on checks paid by us after the reasonable time elapses. We lose these protections if we fail to exercise ordinary care in paying a check with an unauthorized signature or alteration, unless you do not notify us of the problem within 60 days of when we send or make available to you the statement. You must also report any other account problem (e.g., erroneous statement, missing signature, unauthorized endorsement, etc.) within this 60-day period or lose your right to assert the problem against us. We'll resolve the problem by reviewing all related documents and the official Bank records on your account.

**Business Customer Responsibility to Review Your Transactions:** You agree to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies, including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within a reasonable time period, which will not be longer than 14 calendar days after we send you or otherwise make available to you your account statement, unless otherwise required by Applicable Law. Otherwise, we will consider the information contained in your account statement correct. Subject to Applicable Law, you may not make any claim against us for transactions reflected on a statement that you believe incorrect, altered, forged, unauthorized, or improperly paid unless you notify us of that claim in writing within 14 calendar days after the statement was sent or made available to you. This 14-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statements, it is your obligation to notify Prairie Community Bank.

Please note that pursuant to the Rules of the National Automated Clearing House Association (NACHA) which govern the processing of electronic funds transfers received through an automated clearing house or funds transfer system of the Federal Reserve Banks (each an ACH Entry), instructions to reverse erroneous or unauthorized ACH Entries affecting the accounts of non-consumers must be submitted within two (2) days, therefore you must notify us of any erroneous or unauthorized ACH Entries affecting your account within one (1) day of the ACH Entry posting to your account so that we can submit a reversal ACH Entry on your behalf within the NACHA imposed time limit. Failure to meet the NACHA time limit may not prevent you from recovering any losses you may suffer as a result of an erroneous or unauthorized ACH Entry posting to your account, but it will make any such recovery more time consuming and difficult.

**Address or Name Change:** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If you provided elsewhere, we may impose a service fee if we attempt to locate you.

**Facsimile Signature:** In the event that any signature is delivered by facsimile transmission, PDF, electronic signature or other similar electronic means, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

**Stopping a Check:** If you don't want us to pay a check you've written you can request a stop payment. You can notify us by mail, phone, in person, or through online banking. Your stop payment order takes effect when we record it on your account and after sufficient time has elapsed to notify all our bank areas. You agree that acceptance of a stop payment order by the Bank does not mean that the check has not already been paid or that we have sufficient time to act on the stop payment order. Your written stop payment order will be effective for 6 months. If your stop payment order is by phone, you must confirm it in writing on a form provided by us. If you don't, we'll remove it after 14 days. Your stop payment order must include your account number, the number of your check, and the exact amount. We cannot be responsible for stop payment orders with incorrect information. In the event you wish to release a stop payment order, we need written authorization from the person who initiated the stop payment. We will charge your account for a stop payment order. If this is a joint account, we'll accept a stop payment order from any owner regardless of who signed the check. A stop payment order will not be effective on a cashier's check or check previously certified or paid by us or on any check for which a cashier's check was issued.

**Holds:** The Bank may place a "HOLD" for Uncollected Funds when you make a deposit that includes checks and/or drafts. This may happen if the check being deposited (1) is for a sizable amount or an amount larger than the balance in your account; (2) is drawn on another bank, branch, or financial institution; (3) is issued by a person or organization not known to the Bank. If a hold is placed on a check you have deposited, the deposit will be immediately credited to your account; however, the funds will not be available for your use until either the check has had time to reach the bank on which it is drawn, and if necessary, be returned to your banking office, or, as state law requires us to credit your account. After the hold is released, the Bank may charge your account for returned checks, even if you have already used the funds. Checks drawn on foreign banks received in

a deposit may be handled, at the Bank's option, as if submitted by you for collection, and your account will be credited only when final payment is received.

**Overdrafts/Returns:** If there is not enough money in your Account to cover a transaction we may, either: (1) elect to pay the transaction(s) and cause your Account to become overdrawn or; (2) return the transaction(s). If your Account becomes overdrawn, we may charge you an overdraft fee for each insufficient funds item that is paid. Remember, our decision to pay or return the transactions is at our discretion, and you have no right to overdraw your Account, even if we have previously paid a transaction into overdraft. We do not charge an overdraft fee when we return an insufficient funds item as unpaid.

**Special Rules:** Generally, debit card purchases and ATM transactions have a two-step process that may impact the money available in your Account to pay other items. These transactions usually begin with an electronic authorization request, which is followed by an electronic settlement request within a few days. The amount of the authorization request will reduce the money available in your Account to cover other transactions, and sometimes the settlement request is more than the authorization request. If you do not have enough money in your Account, these authorizations or other pending transactions may cause your Account to become overdrawn, and we may charge you an overdraft fee when the transaction posts to your Account. However, if you have sufficient funds available in your Account when you authorize a transaction, we will not charge you an overdraft fee on that same transaction, even if you no longer have the funds available when it posts.

**Postdated Checks:** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received a stop payment order in time to have a reasonable opportunity to act. Because we process checks mechanically, your stop payment order will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount, and payee of the item.

**Deposit Item Return:** If we cash a check for you or accept it for deposit to your account and it is returned to us unpaid, we will charge your account for the unpaid check. The unpaid check may be mailed to you at the address shown on our records. There may be a service charge applied. Refer to the Bank's "[Service and Fee Schedule](#)".

**Checks Drawn in Non-U.S. Dollars and/or Drawn on Foreign Banks:** We may refuse to accept any item(s) for deposit or collection if they are payable in a currency other than U.S. dollars. If we accept any item for deposit, we may assume that any item drawn on an institution outside of the U.S. ("Foreign Bank") is payable in the currency of the country where the Foreign Bank is located. If we accept an item drawn on the Foreign Bank, you assume all risk of loss associated with currency value fluctuations and late returns. There may be a service charge applied for the collection of Foreign Items. Refer to the Bank's "[Service and Fee Schedule](#)".

**Substitute Checks and Other Check Images** – To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. If you create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any substitute check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of any original check.

**What are my rights regarding substitute checks?** - In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** – If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Prairie Community Bank, PO Box 255, Marengo, IL. 60152, (815) 568-4100. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substituted check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;

- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check

**Check Deposits by Mobile or Remote Deposit:** Both consumers and businesses to whom you make checks payable may participate in a mobile deposit service with their bank whereby they may make deposits of checks to their checking, savings, or money market account from their home or other remote locations by scanning eligible checks. The images of the checks and associated deposit account information will be delivered electronically to their bank rather than be physically deposited at their bank. Please be aware that a participant in mobile deposit service is not required to notify you when they make such a deposit. If you write a check to a participant and the check is deposited using a mobile deposit service with their bank, the participant will retain the check, and the check generally will not be returned to you. The debit will appear on your Account statement along with your other payments. You may stop payment on these transactions as long as your stop payment request is received before the transaction is posted and all the information, we require to place the stop payment order has been provided. You may or may not receive a Substitute Check or image of the check in your statement.

**Your Agreement to Indemnify:** If you deposit checks using our Mobile Deposit Service, you agree to indemnify, defend, and save us and our affiliates and each of their respective directors, officers, employees, and agents (collectively, "Indemnitees") harmless from and against all liabilities, damages claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Loss and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

1. We warrant to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check was truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check ("Image Quality Warranty"); and (ii) the warrantee will not receive a presentment or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly or related to a breach or any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
2. Through our providing the Mobile Deposit Service to you, we are required to indemnify a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation you will indemnify the Indemnitee and not hold it responsible or liable.
3. If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person received a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

**Taxpayer Identification Number:** You promise to give us the proper taxpayer identification number (social security number for individual or joint accounts) for all persons listed on the account title. If you refuse to provide your taxpayer identification number, we may suspend your account privileges.

**Our Right to Setoff:** We may charge your account any debt you owe us, now or in the future, without going through any legal process or court proceeding. If this is a joint account, we may charge the debts owed to us by any or all of you against the deposits of any of you. This right applies to any debt we now own or hereafter acquire, and however it arises.

**Legal Proceedings:** If your account becomes involved in legal proceedings, your use of it may be restricted.

**Attorney Fees and Expenses:** You agree to pay all expenses including court costs and attorney's fees incurred by us on account of any summons, subpoena, garnishment, citation, attachment, levy, or any other proceeding or dispute affecting or relating to your account. We may deduct any such expenses from your account.

**Law and Regulations:** Your accounts are governed by applicable federal and Illinois laws and regulations. The rules and regulations are subject to the Uniform Commercial Code, and any agreements entered into by the Bank with other associations which prescribe clearinghouse and settlement procedures for items processed by the Bank.

**Indemnity:** If you ask us to follow instructions that we believe might expose the Bank to claims, suits, losses, expenses, liabilities or damages, we may refuse to follow your instructions or may require a bond or other protections from you.

**Liabilities:** We will be responsible and liable only for our own lack of good faith and our failure to exercise ordinary care in handling items for collection, deposit, or withdrawal in accordance with applicable laws. We shall not be liable for clerical error or oversight or an honest mistake of judgment.

**Waiver:** We may waive any of these provisions, but the waiver will only apply on that occasion.

**Section Headings:** Section headings in this agreement are for convenience of reference only and shall not govern the interpretation of any provisions of this agreement.

**Amendment:** From time to time, we may amend this agreement. We will give you advance notice, as required by law, of any amendment affecting your account. We will give you this notice by mailing a copy of the amendment to you at your most recent address shown on our records or by providing this notice electronically with your on-line statement. If you continue to use the account or keep the account opened after the notice of change, you will be deemed to have agreed to the changes.

**Notice:** Notice from us to the person designated for receipt of notices, or in the absence of such designation, to any of the holders of the account whether such notice is by mail to the address maintained with us for the account, by telephone or otherwise, shall constitute notice to all of you.

**Non-Transferability:** No sale, transfer, assignment, pledge or similar disposition of the credit balance in any account or any part thereof will be recognized by the Bank until after written notice of the transaction is accepted by the Bank.

**If You Don't Use Your Account:** If one year goes by after the date of the last activity on your checking or NOW account, or if two years go by after the date of the last activity on your savings account or money market account, we'll consider your account Dormant, and we may begin a dormant account service charge. If you haven't used your account for three years and we can't reach you by mail, Illinois law requires us to transfer it to the State as abandoned property. If your interest-bearing account becomes dormant, we may stop paying interest.

**Closing the Account:** You can close your account at any time for any reason subject to all balances being collected and all fees and service charges having been paid. We can also close the account at any time. If we do, we'll mail you a notice and a check for the balance after deducting applicable fees and service charges to the address shown on our records. If you close your account within 90 days of the date you opened it, we may charge you a fee. If you request that your account(s) be closed, or if you withdrawal all of the funds in your account, we will close your account at the end of the statement cycle during which your account balance becomes zero. If you close your account before interest is regularly credited, accrued interest is not credited. We are not liable for any check, withdrawal, or other order after an account is closed. Checks received by the Bank after your account has been closed will be returned unpaid.

**Death or Incompetence:** We may prohibit or restrict withdrawal from an account upon being notified of the death or incompetence of any account holder until all the obligations, according to this agreement and the law, have been met.

**Joint Accounts:** Any or all of the joint owners can make deposits, withdrawals, pledge the account funds as collateral for any obligation whether that of an account holder or of a third party and engage in all other transactions in connection with this account whether the other joint owners be living or not, unless otherwise designated on the signature card. You agree to release the bank from liability and to indemnify the Bank from any loss, cost and damage in all respects in connection with any of the foregoing acts by one or more joint owners. All joint account holders agree to the Bank's right of payment for any service charges or expenses due it under this agreement. We have the right to endorse any checks, drafts, or other orders for the payment of money made out to any of the joint owners. Once endorsed we can deposit these items into the joint account. You can endorse items for deposit by using a stamp to show a general endorsement for the account. **Note:** Once a joint account is opened, the owner cannot remove another from the title of the account.

**Night Depository:** All financial institutions are required to notify their depositors (pursuant to Illinois Senate Bill 137 as amended by Illinois State Bill 1526) of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

## **ELECTRONIC FUNDS TRANSFER INFORMATION**

**In Case of Errors or Questions About Your Electronic Transfers:** Telephone us at (815) 568-4100 or write us at P.O. Box 255, Marengo, IL 60152, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error has occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell



you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation.

#### **Disclosure of Types of Available Transactions and Transaction Limitations**

**Telephone Banking:** You may access your account(s) by telephone 24 hours a day at (800) 579-5912, using your personal identification number (PIN), a touch tone phone, and your account number. The following types of transactions are available:

- Transfer funds between accounts.
- Make balance inquiries on your accounts.
- Obtain transactional information on accounts including: deposits, withdrawals, check numbers and transactional dates.

**Debit Card Access at ATM Terminals:** You may use your Debit card along with your personal identification number (PIN) to access your account at any ATM (charges may apply see [Service and Fee Schedule](#)). The following types of transactions are available:

- Pay for purchases at merchants that have agreed to accept the card.
- Withdrawal funds from authorized accounts.
- Transfer funds between accounts (if setup).
- Obtain balance inquiry on accounts.

**Online Banking & Mobile Access:** After completing an enrollment process, you may use the Online Banking and/or your Mobile Device to access the accounts that you have with the Bank. The following types of transactions may or may not be available with the Online Banking and/or Mobile Device:

- Obtain balance, transactional, and statement inquiry on your accounts.
- View Images of your checks and deposits.
- Transfer funds from one account to another.
- Pay bills through the online system (Requires separate enrollment).
- Deposit a check payable to you (Requires separate enrollment).
- Zelle – send and receive money from friends and family (Requires separate enrollment and an active account for 30-days or more).

#### **Limitations of EFTs:**

- You may utilize your debit card to withdraw up to a maximum of \$500 from terminals between business days, unless a different dollar amount is disclosed to you.
- Your debit card may be used for Point-of-Sale transactions limited to \$2,000 daily, unless a different dollar amount is disclosed to you (PIN and Signature).
- Mobile deposits are limited to \$5,000 daily and per item, unless a different amount is disclosed to you.
- Zelle instant transfers are limited to \$1,000 per day and no more than \$3,000 per month. Zelle priority payments are limited to \$1,000 per day and no more than \$3,000 per month.

**For Business Customers:** If you claim a credit or refund because of forgery, alteration or any unauthorized activity, you must cooperate with us in the investigation of the loss, including giving us an affidavit containing statements that will enable us to pursue legal prosecution to prevent or recover any loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

If Prairie has expressly recommended that you use a fraud prevention service, deterrence products, or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended service or best practice.

### **DISCLOSURE OF CONSUMERS LIABILITY FOR UNAUTHORIZED TRANSFERS**

**Accounts Using Debit Cards:** Tell us AT ONCE if you believe your debit card has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your debit card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your debit card, and we can prove we could have stopped someone from using your debit card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by debit card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If unusual circumstances arise which keep you from telling us, we will extend either time period.

**Disclosure of Telephone Number and Address to be Notified in Event of Unauthorized Transfer:** If you believe that someone has transferred or may transfer money from your account without permission, call: (815) 568-4100 or write Prairie Community Bank, PO Box 255, Marengo, IL 60152. You should also call the number or write to the address listed above if your debit card has been lost or stolen.

**Business Days:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**ACH and Wire Transfers:** This agreement is subject to the Article 4A of the Uniform Commercial Code – Funds Transfer as adopted in the state in which you have your account with us. If you originate a funds transfer through a Federal Reserve Bank, and you identify by name and number the beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution, may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. You should know that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or otherwise made as provided in Article 4A-403(a) of the UCC. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

### **POINT-OF-SALE (“POS”) TRANSACTIONS**

You may also qualify to use your debit card to access your designated checking or NOW account (“Transaction Account”) for purchases. If so, you can use your debit card to purchase goods or pay for services anywhere your debit card is accepted. You are the only authorized user of your debit card and Personal Identification Number (PIN). You agree not to give your debit card or PIN to anyone else. The PIN is provided for your protection and identification and you should not reveal it to anyone. Some of these services may not be available at all terminals.

Special rules for Mastercard – Point of Sale Transactions; ATM transactions:

Liability for unauthorized use on Mastercard debit card transactions and PIN transactions processed by Mastercard:

Zero Liability is provided under the following conditions:

- The cardholder has exercised reasonable care in safeguarding the debit card from risk or loss or theft.
- Upon becoming aware, promptly reporting the loss or theft to the issuer.

If you have suspect unauthorized activity on your account, stop using your debit card and contact the bank that issued your Mastercard debit card as soon as possible. \*Does not apply to Mastercard card – branded card issued to an entity other than a natural Person; primarily for business, commercial or agricultural purposes; or outside of the U.S. region.

### **AUTHORIZATION TO DEBIT OR CREDIT THE ACCOUNT**

Each time your debit card is properly used you authorize us to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the debit card, whether or not signed by you, we are permitted to handle such sales drafts, orders, and vouchers in the same way we handle authorized checks drawn on or deposited into your account. You agree that you will use the debit card only if the available balance in your account will be sufficient to pay the amount of the purchases, cash withdrawals, and ATM transactions. For security reasons, we will establish an Approval Limit on the dollar amount of purchases or cash withdrawals you may make. Your debit card transaction limit shall not exceed the lesser of: the current balance in your checking or NOW account; or \$2,000.00 during any 24-hour period unless a different amount was disclosed to you. There are separate withdrawal limits for ATM transactions, as described under limitations on dollar amounts of transfers. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a Mastercard authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit. You shall be obligated to pay us the amount of any money, property or services obtained by the authorized use of the card to the extent that we are unable to charge such amounts to the account, and you authorize us to charge the amount of any such obligation to any other of your accounts with us.

**Debit Holds By Merchants:** When you use your debit card to rent a vehicle or hotel room, or to make certain other purchases, the vehicle rental company, hotel or other merchant (collectively, for the purpose of this paragraph, the “merchant”) might initiate a debit hold for many reasons, including (but not limited to) satisfying any “security deposit” requirement agreed to by you with the merchant or ensuring that you have available funds in your account when you return the rented vehicle, check out of the hotel, or otherwise complete your purchase. Funds in your account that are subject to a debit hold will not be available to pay other items, or for other withdrawals or transfer request. If you provide your account number or Debit Card to a person to complete a transaction, you authorize us to honor any debit hold or withdrawal request from such person. We have no control over when a merchant “releases” any debit holds that you previously authorized.

### **REFUNDS ON PURCHASES**

Cash refunds will not be made to you on purchases made with your debit card. If a merchant who honors your debit card gives you credit for merchandise returns or adjustments, the merchant will do so by applying a credit to your account. Unless your use of the debit card results in an extension of credit, any claim or defense with respect to property or services purchased with your debit card must be handled by you directly with the merchant or other business establishment which accepts the debit card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

### **NO RIGHT TO STOP PAYMENT**

You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the debit card, and we have no obligation to honor any such stop payment requested by you.

### **FOREIGN TRANSACTIONS**

When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The Corporation's currency conversion rate used to determine the transaction in US dollars is based on rates observed in the wholesale or the government-mandated rates, where applicable. The currency conversion rate that the Corporation uses for a particular Transaction is the rate for the

applicable currency on the date that the Transaction occurred. However, in limited situations, particularly where Transaction submission to the Corporation for processing are delayed, the currency conversion rate that the Corporation uses may be the rate for the applicable currency on the date that the Transaction is processed (Central Site Business Day). When you use your Mastercard Debit Card in a foreign country at a merchant that settles in US dollars, you may be assessed the current international service fee.

### **UNLAWFUL INTERNET GAMBLING**

You shall not initiate a transaction involving internet gambling or illegal activities, regardless of the jurisdiction in which you are located, including locations within the United States, and we have the right to refuse a transaction which we believe involves internet gambling or illegal activities.

### **PREAUTHORIZED TRANSFER SERVICES**

#### **Electronic Check Conversion:**

1. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction.
2. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day and you will not receive your check back from us.

**Electronic Returned Check Charge:** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### **CONSUMER LIABILITY – NOTIFICATION OF UNAUTHORIZED USE**

You will not be liable to us for unauthorized use of the card, but if you furnish the card to another person, you will be deemed to have authorized all transactions which may be accomplished by the card until you have given actual notice to us that further transactions are unauthorized. You will immediately notify us of any loss, theft, disappearance or known suspected unauthorized use of the card. You can provide this notice by calling (815) 568-4100. Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the card to the extent that we are unable to charge such amounts to the account. You also authorize us to charge the amount of any such obligation to any of your accounts with us.

### **AGREEMENT TO COMPLY WITH RULES**

Your retention of, signature on, or use of the card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the card will be governed by the laws of the state in which we are located.

### **RIGHT TO DOCUMENTATION**

**Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using an automatic teller machine.

**Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (815) 568-4100 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a monthly statement from us.

**Periodic Statements:** You will get, at least, a monthly account statement from us unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### **BUSINESS CARD DISCLOSURE**

In this section for business debit card(s) ("Agreement"), the words "we", "our", and "us" mean Prairie Community Bank, and the words "you" and "your" mean the Company which has signed and submitted a Business Debit Card Application ("Application") asking us to issue Business Debit Card(s) ("Cards") in its name for use by its authorized officers, agents, employees or representatives ("Users").

**Issuance and Termination of Cards:** The Card allows the User direct access to your designated account(s). We will issue a Card to each authorized User. Card will be issued in the Name of the Business and the name of the User. We may restrict the number of User's for each Account. Each User must sign their Card before it may be used. We have the right to terminate this Agreement at any time with or without cause and without prior notice to you. Likewise, you have the right to terminate this Agreement at any time with or without cause upon notice to us of termination. You agree to immediately notify us when you terminate a User's right and to promptly return the Card to us. Termination shall not affect the liabilities or the obligations of the parties for transactions initiated prior to the termination or within the time thereafter required by us to process the notice of termination.

**Business Purpose:** You acknowledge and agree that the Cards issued under this Agreement will not be treated as consumer access devices under the provisions of the Electronic Funds Transfer Act (EFTA) or any other State or Federal law. Therefore, you will not have the benefit of any limitation of liability with respect to the unauthorized use of the cards. You agree to accept any additional risk associated with use of the cards and agree to assume the liability described in this Agreement.

**Transaction Limits:** You may assign different dollar limitations for each User. The requested limitations are set forth in the Application and must be agreed to by us. The limitations may be changed from time to time; provided that no change may be made without the consent of the Bank. You agree that we may unilaterally, without prior notice, modify the limitations at any time and from time to time and upon a transaction-by-transaction basis, particularly in situations where computers fail or are unable to properly communicate the actual dollar limitation to the point-of-sale computers but the transaction still occurs upon a different dollar limitation.

**Security Measures:** Appropriate signatures or use of a PIN may be required to use the Card to purchase goods or pay for services for point-of-sale transactions or to obtain cash at designated ATM's. You agree to establish prudent security standards and procedures which include proper safeguards to protect the confidentiality of all PINs and which protect against unauthorized use of the Card. You are solely responsible for establishing and maintaining procedures.

**Liability:** You agree to be unconditionally and without limitation liable for all transactions effectuated by use of the Cards(s), whether authorized or unauthorized, whether utilized by User or some other person and whether arising from Cards lost or stolen. You agree to notify us immediately of any attempts or suspected attempts of unauthorized use of the Card. You are responsible for all transactions initiated by use of the Card whether authorized or unauthorized until we receive actual notice of the unauthorized and for a commercially reasonable time thereafter as required by us to stop or prevent further unauthorized transactions. The occurrence of unauthorized use of the Card will not affect the validity of any transactions which were initiated prior to receipt of such notification nor within a reasonable time thereafter.

#### **Unlawful Internet Gambling Notice**

The Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006 prohibits the processing of restricted transactions through your accounts. The UIGEA prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Department of Treasury and the Federal Reserve Board have issued Regulation GG to implement the Act. As defined in Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made". Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful internet gambling. Such transactions may be blocked and Bank may take any other action deemed reasonable under the UIGEA including account closure.

### **STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of those payments. Here is how: Call us or write us at the telephone number or address listed in this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. We will charge you for each stop payment order you give.

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

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **OUR LIABILITY**

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

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

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders; or
4. if you give us written permission.

## FUNDS AVAILABILITY DISCLOSURE

Our policy is to make funds from your deposits available to you on the first business day *after* the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdrawal the funds in cash and we will use the funds to pay transactions, you authorized, for payment.

**When Funds are Considered Deposited:** For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and Bank Holidays. If you make a deposit before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after this cut-off time or on a day, we are not open, we will consider that the deposit was made on the next business day we are open. Funds mailed to us will be considered deposited on the day they are received by us. Funds deposited to a night depository, lock box, or similar facility will be considered deposited on the day the deposit is removed from such facility and is available for processing.

## LONGER DELAYS MAY APPLY

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. However, the first \$275 of a deposit will be available on the first business day after the day of your deposit. If we are not going to make all the funds from your deposit available on the first business day, we will notify you. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as an interruption of communications or computer or other equipment facilities, a suspension of payments by another bank, war, or an emergency condition beyond our control.

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. It may take up to the seventh business day after the day of your deposit for the funds to be available for withdrawal. Our funds availability policy does not apply to deposits of items payable in a medium other than United States money, or to deposits of checks drawn on a bank office located outside the United States, Puerto Rico or the U.S. Virgin Islands. The availability of funds from these types of deposits may be delayed.

**Special Rules for New Accounts:** If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits will be available on the day we receive your deposit. Cash deposited and wire transfers as well as the first \$6,725 of the day's total deposit of cashiers, certified, travelers, Treasury checks, US Postal Service Money Orders, Federal Reserve or Federal Home Loan Bank checks, 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 (and you may have to use a special deposit slip). The excess over \$6,725 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the seventh business day after the day of the deposit.

## FEES

We do not charge for direct deposits to any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). Refer to our "Service and Fee Schedule" for any ATM fees you may incur. ATM transactions will be free of charge at our terminals.

## PLEASE READ IMPORTANT INFORMATION

Government regulations require that effective September 1, 1988 all checks must be properly endorsed. Endorsement of the Payee must be confined to the first one and one-half inches of the trailing edge of the check. Any rubber stamp marks, endorsements, or other markings in the space reserved for the depository bank may result in significant charges for you. Please familiarize yourself with the proper endorsement areas in order to expedite your funds availability and to save you additional expenses.

## PRAIRIE OVERDRAFT PRIVILEGE (POP)

### **Prairie Overdraft Privilege (POP)**

Having a check returned due to insufficient funds or being declined at the checkout can be a humiliating and costly experience. That is why we provide POP, a special overdraft privilege for eligible Prairie Community Bank checking account customers. POP gives you an extra level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Prairie Community Bank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. The purpose of this privilege is to save you from the embarrassment, additional merchant fees or other problems that might result from a returned check.

### What is POP?

Prairie's Overdraft Privilege (POP) is consideration of payment of your reasonable overdrafts up to your assigned POP limit provided on your personal checking account. There is no action required on your part. You do not have to sign anything.

### What are the Standard Overdraft Practices that come with my account?

We may, at our discretion, authorize and pay overdrafts for checks and other transactions including automatic bill payments. However, you must "opt-in" to accept overdraft services for your ATM and everyday debit card transactions. When you opt-in, ATM and everyday debit card transactions may be approved based on your POP limit and charged the standard overdraft fees. If you opt-out, ATM and everyday debit card transactions will be denied if it will overdraw your account.

### How does POP work?

As long as you maintain your account in good standing (defined as: having consistent deposit practices totaling at least \$400 every thirty (30) day period, bringing the account to a positive balance at least once every thirty (30) days, you are not in default on any loan obligation to us, and you're not the subject of any legal or administrative order or levy, such as bankruptcy or tax lien), Prairie Community Bank may, at our discretion, honor overdrafts up to the POP limit on your account. This discretionary service will generally be limited to an \$800 overdraft (negative) balance. If you have multiple accounts for your household, we may limit the number of eligible accounts to one per household and/or one per taxpayer identification number.

### Is there a fee for POP?

You should keep in mind that you will be charged our normal overdraft fees (NSF) of \$35 for each transaction paid under the POP limit. In addition, you will be charged \$10 per day or continuous overdraft fee beginning on the tenth (10) and each subsequent consecutive business day your account is overdrawn and continues to have an overdraft (negative) balance.

### How do I know when I use the POP limit? What if I go over my POP limit?

You will receive an overdraft notice in the mail each time items are paid by us. Overdrafts above and beyond your established POP limit may result in the transaction being returned to the payee. The normal overdraft (NSF) fee will be charged per item and assessed to your account. So as not to exceed your limit if you use POP, you should note that the amount of the overdraft plus our standard insufficient funds fee of \$35 for each item will be deducted from your POP limit.

### How quickly must I repay my POP limit?

You should make every attempt to bring your account to a positive balance within thirty (30) days. If you are not able to do so, you will receive a letter from us informing you of your situation and your options. If, after 30-days, your account has not been brought to a positive balance, we may suspend your overdraft privilege limit and take other steps to recover the funds. We reserve the right to require you to pay your outstanding overdraft (negative) balance immediately or on demand.

### What are some of the ways I may have access to POP?

The chart below is designed to make you aware of the different ways you can access your POP limit and whether or not this limit will be reflected in the balance provided.

Access Points	Is POP Available?	Does Balance Provided include my POP limit?
Teller	Yes	No
Writing a Check	Yes	N/A
Debit Card Transaction	Yes (if you opt-in)	N/A
ATM Withdrawal	Yes (if you opt-in)	No
ACH – Auto Debit	Yes	N/A
Internet Banking	Yes	No
Telephone Banking	Yes	No

### How do I avoid using my POP limit and incurring overdraft fees?

By keeping accurate records and knowing your balance, you can avoid mistakenly accessing your POP limit and incurring overdraft fees. The best way to do this is to use your checkbook register and keep track of your account activity. Always reconcile your register with your monthly bank statement.

- Setup Account Alerts and receive email or text messages when your balance is low (*message and data rates charged by your mobile phone carrier may apply*).
- Monitor your account online or using the mobile banking app to transfer funds on your own before an overdraft occurs.

**What if I do not want to have POP on my checking account?**

In the event you would like to have this discretionary service removed from your account, you may do so by simply notifying one of our Service Representatives. However, once this service is removed, you should keep in mind that if an item is presented for payment and there are not sufficient funds in your account, the item will be returned to the payee.

**OVERDRAFT PRIVILEGE POLICY**

It is Prairie Community Bank's policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. An insufficient balance could result in several ways, such as: A) the payment of checks, electronic funds transfers, or other withdrawal requests; B) payments authorized by you; C) the return of unpaid items deposited by you; D) the imposition of bank service charges; or E) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your "eligible" account in good standing (defined as: having consistent deposit practices totaling at least \$400 every thirty (30) day period, bringing the account to a positive balance at least once every thirty (30) days, you are not in default on any loan obligation to us, and you're not the subject of any legal or administrative order or levy, such as bankruptcy or tax lien), we may, at our discretion, honor your reasonable overdrafts as a non-contractual courtesy. This discretionary service will generally be limited to an \$800 overdraft (negative) balance for eligible personal checking account types. Eligible account types are: personal checking, NOW checking and D/B/A. Prairie may, in our sole discretion, limit the number of your accounts eligible for POP to one account per household and /or one account per taxpayer identification number. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. POP is a non-contractual courtesy, not a line of credit or a contractual commitment on us, and may be canceled at any time with no obligation or liability on the bank. You will be notified by mail of any non-sufficient funds item paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amounts of overdrafts including our fees that you owe us shall be due and payable upon demand. The fee for overdrafts paid is \$35.00 per item. In addition, in an effort to deter subsequent and long-term overdrafts, a \$10.00 per business day fee will be added for a continuous overdraft beginning on the 10<sup>th</sup> business day of an overdraft. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft including our fees.

Prairie's Overdraft Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to have this discretionary service removed from your account, you can do so by simply notifying one of our Service Representatives. You should note that your POP limit will not be included in your balance provided by a Universal Banker, at the ATM, through the Online Banking, Mobile Banking or Telephone Banking service.

**LIMITATIONS:** POP is available to individually/jointly owned checking accounts in good standing and opened a minimum of 30-days for personal or household use. Prairie reserves the right to limit participation to one account per household and to withdraw or withhold the service at any time without prior notice or reason or cause. If at any time you feel you need help with your financial obligations, please contact one of our Service Representatives at (815) 568-4100. Prairie offers additional overdraft protection services, for which you may apply. By choosing and applying for these optional services, you may save money on the total fees you pay us for overdraft protection services.

# SERVICE & FEE SCHEDULE

Account closed within 90 days	\$25.00		Interim statement	\$5.00
Account reconciliation (per hour)	\$25.00		License plate sticker	\$9.50
Account research (per hour)	\$25.00		Money order	\$3.00
ATM non-Prairie transaction	\$1.50		Notary for customer	FREE
ATM transaction at Prairie terminal / Allpoint ATM network	FREE		Online banking	FREE
Balance inquiries	FREE		Overdraft continuous after 10 business days (per day)	\$10.00
Bill Pay	FREE		Overdraft fee per item paid	\$35.00
Cashier's check	\$5.00		Overdraft transfer (per occurrence)	\$10.00
Check cashing – non-customer	\$5.00 per \$100		Photocopies (per page)	\$1.00
Check images (each)	\$1.00		Return deposit item charge	\$10.00
Coin counting - customer	FREE		Savings withdrawal over limit (each)	\$3.00
Coin counting – non-customer	\$5.00 per \$100		Stop payment order	\$30.00
Collection item	\$30.00		Telephone transfer	\$2.00
Debit card replacement	\$5.00		Telephone transfer by electronic method	FREE
Dormant account (per month)	\$5.00		Temporary checks	\$5.00 for 12
Fax charge (per page)	\$1.00		Wire transfer - incoming	\$10.00
Foreign currency order	\$25.00		Wire transfer – outgoing	\$30.00
Foreign deposit item collection	\$10.00		Wire transfer – international (USD)	\$50.00
Garnishments/levies/subpoenas	\$125.00		Zelle payment	Free



## FACTS

### WHAT DOES PRAIRIE COMMUNITY BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security Number</li> <li>▪ Account balances</li> <li>▪ Transaction history</li> <li>▪ Credit history</li> <li>▪ Overdraft history</li> <li>▪ Checking account information</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Prairie Community Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Prairie Community Bank share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> Such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial Companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

### Questions?

Call 815-568-4100 or go to [www.prairiecommunitybank.com](http://www.prairiecommunitybank.com)

## What we do

How does Prairie Community Bank protect my personal Information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Prairie Community Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>▪ Open an account</li><li>▪ Apply for a loan</li><li>▪ Use your credit card or debit card</li><li>▪ Provide your mortgage information</li><li>▪ Make a wire transfer</li></ul> <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"><li>▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li><li>▪ Affiliates from using your information to market to you</li><li>▪ Sharing for non-affiliates to market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>▪ <i>Prairie Community Bank does not share with affiliates</i></li></ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>▪ <i>Prairie Community Bank does not share with nonaffiliates so they can market to you.</i></li></ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>▪ <i>Our joint marketing partners include merchant services and financial solutions partners.</i></li></ul>

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## MASTERCARD AUTOMATIC BILLING UPDATER

Mastercard Automatic Billing Updater is a service that automatically facilitates the secure exchange of your updated debit card information to participating merchants with whom you have saved your card information or setup recurring payments, requiring no action on your part. Examples of these participating merchants may include subscription services (i.e. Netflix) or utility companies.

Mastercard Automatic Billing Updater is only available to participating merchants, and these merchants can choose the frequency at which they check for your updated card information. To avoid late payments and penalties, you must check with your merchant to ensure your card information is updated.

At account opening you will be given the opportunity to opt out of this service. If at any time you wish to change your selection you may contact us by calling 815-568-4100. **Please note that each cardholder must make their own request.** Should you choose to opt out of this service, you will be responsible for providing your new card information to participating merchants. You may incur additional fees from your merchant if you do not provide your updated information in a timely manner.

If you would like more information or would like to opt out of this service, please call us at 815-568-4100.

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## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when your Available Balance is not enough to cover a transaction, but we pay it anyway. *We pay overdrafts at our sole discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We may refuse to pay an overdraft item at any time even though we have previously paid overdrafts for you. Our payment of overdrafts represents a purely discretionary courtesy or privilege that we may provide you from time to time and which may be reduced, suspended or permanently revoked by us at any time without notice and for any reason or cause.* If we do not authorize and pay an overdraft, your transaction will be returned or declined.

Please be advised that if your overdraft privileges are permanently revoked or suspended for any reason, we will not allow any overdrafts in your account. If your overdraft privileges are permanently revoked, or while your overdraft privileges are suspended, any checks or ACH items presented for payment without sufficient Available Balance to pay them will be returned. Even if you have opted in to our Standard Overdraft Practices for ATM withdrawals and everyday debit card transactions, if your overdraft privileges on an account are permanently revoked, or while your overdraft privileges are suspended, we will decline those transactions if they would overdraw your account. If your overdraft privileges are permanently revoked on an account for any reason they may not be reinstated. If your overdraft privileges are reduced or suspended for any reason, we reserve the right to reinstate the privileges in whole or in part at our sole discretion.

We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

### What are the standard overdraft practices that come with my account?

We may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number such as ACH direct debits
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

### What fees will I be charged if Prairie Community Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of \$35 each time we pay any other overdraft item.
- The maximum fee we will charge your account for any combination of overdraft fees on any single business day is \$175.00.
- Also, if your account is overdrawn for 10 or more consecutive business days, we will charge an additional \$10 each business day.

### What if I want Prairie Community Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

Notify us of your decision by visiting any of our branches or through the US Postal Service.

## DEBIT CARD OVERDRAFT SERVICE

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The Debit Card overdraft service is a service whereby the Bank, at our sole discretion, may choose **to assist you with unplanned or occasional Overdrafts** by authorizing and paying ATM withdrawals and everyday debit card transactions against an insufficient Available Balance and charging you an Overdraft Fee.

NOTE: At account opening you are automatically opted out of Debit Card Overdraft Service. As long as you are opted out, we will not charge an Overdraft Fee to your checking account for paying against an insufficient available balance if the transaction is coded as an everyday debit card transaction by the originating bank or merchant. Instead, these transactions will generally be declined when you have an insufficient available balance. Also, even when you are opted out of Debit Card Overdraft Service, there still may be circumstances when the transaction will be authorized and overdraw your checking account. However, in these cases, you will not be charged an overdraft fee.

Opting In – If you DO want us to pay ATM or everyday debit card transactions at our discretion when doing so will overdraw your checking account and charge you an overdraft fee, you are provided the opportunity to opt in during the account opening process and provided written notice confirming your choice. After you have opted in, you have the right to opt out of Debit Card Overdraft Service at any time by writing to us or calling us. It may take up to five (5) days after receipt of your request, to revoke your authorization, to process your request. For joint account holders, the choice to Opt In or Opt Out to Debit Card Overdraft Service by any one account holder shall be considered the choice of all account holders of the account.