

Albany Bank & Trust Company, N.A. (Albank)

Disclosure Statement for Electronic Fund Transfer (EFT) Services

We are pleased that you have chosen to take advantage of the convenience provided by our EFT service and supply this Statement so you can familiarize yourself with the operational and legal functions of this service. Please read this statement carefully as it contains important information about electronic funds transfer. Retain this along with your other account records in case you have any questions in the future.

In this Statement, the words "you", "your" and "yours" mean any holder or other authorized signer of your Checking or Savings Account(s). The words "we" and "us" mean Albank. "Checking account" means your NOW account, or checking account. "Savings account" Means your passbook account, statement savings account or Money Market account. "EFT Terminal" means an electronic funds transfer terminal; this includes automated teller machines, POS (point-of-sale) terminals and other EFT devices. "Debit Card" means each magnetically encoded ATM Banking card or Debit MasterCard provided to you by us. "PIN" means the personal identification number assigned to you for use with your Debit Card, electronic banking account, or your telephone banking account. "Consumer account" means an account held by a natural person primarily for personal, family, or household purposes. "Commercial account" means all accounts which are not consumer accounts.

Pre-Authorized Drafts, Automated Clearing House Transfers, And Other Disbursements

You Authorize Albank to honor any form of pre-authorized draft or automated clearing house transfer drawn against your account. No pre-authorized draft or automated clearing house transfer shall require that a signature be presented to Albank. Each pre-authorized draft or automated clearing house transfer shall be deemed authorized by you and properly payable against your account. Albank is not responsible for detecting errors in any funds transfer instruction.

Security Procedures for Commercial Accounts Performing ACH (Automated Clearing House) and Wire Transactions

If electronic funds transfer instructions (including any amendment thereto or cancellation thereof) are communicated to Albank by you or on your behalf other than in compliance with one of Albank's approved methods or products which are set forth in either this disclosure, the disclosure for the product used, or the disclosure for your account, and Albank accepts those instructions in good faith, then you agree to be bound by those instructions, whether or not authorized, and you will be deemed to have refused the security procedures that Albank offers and recommends as "commercially reasonable" and you will be obligated to pay Albank the amount of each such instruction even if it was not authorized. However, you agree that Albank is not obligated to accept any instruction that is communicated to it other than in compliance with one of its approved methods. Albank will not be responsible for refusing to act upon any instruction received that does not comply with one of its approved methods.

You acknowledge and agree that any requirement for confirmation or approval of any electronic funds transfer instructions communicated to Albank using one of its approved methods or products is strictly for your internal control purposes only, unless the applicable security procedures provide for verification of such additional authorization or as Albank agrees, in writing, that it will verify any such additional authorizations, as part of the agreed-upon security procedures, and you agree to be bound by any and all funds transfer instructions as long as Albank has acted in good faith and in accordance with the applicable security procedures.

Types of Transfers, Frequency and Dollar Limitations

1) Prearranged Transfers

- (a) Pre-authorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- (b) Pre-authorized Payments. You may make arrangements to pay certain recurring bills from your checking account.
- (c) Albany Bank does not allow Bill Payments from a savings account.

1-A) Additional Disclosure for CCD and CTX Entry Codes For pre-authorized Commercial Credits. (Commercial Accounts only)

- (a) **Provisional Payment.** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive 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.
- (b) **Notice Disclosure.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item. Albank may in its discretion continue to give next day notices for ACH items. Albank will also notify you of the receipt of an ACH payment in the periodic statements we provide to you.
- (c) **Choice of Law Disclosure.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be considered in accordance with and governed by the laws of the state of Illinois as provided by operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

2) Telephone Transfers

You may access your account(s) by telephone at 1-800-252-2656 using a touch tone phone, your Telephone Banking account numbers, and Personal Identification Number to: (a) Transfer funds from checking to savings (b) Transfer funds from Statement savings to checking. (c) Make payments from checking to loan accounts with us. (d) Get checking and/or savings account information (e) See Account Disclosure for limitations.

3) ATM Transfers

You may use your Debit Card with your PIN to: (a) Withdraw cash from your checking or savings account; (b) Inquire as to the available balance of your checking or savings accounts; (c) Make deposits to your checking or savings accounts.

4) Point-of-sale Transactions

Using your Debit card you may (a) access your Checking account to purchase goods and/or services at places that have agreed to accept the Debit Card; in person, by phone or by computer, or (b) perform other Debit services as may be available from time to time and for which we will send separate notification to amend this Statement.

5) Debit Card

Each Debit Card issued to you is our property and may be cancelled or repossessed by us at any time, with or without cause. You must surrender to us on demand each Debit Card issued to you. If you permit or authorize other persons to use your Debit Card and PIN, you will be liable on or for the resulting transactions. To guard against anyone making a transaction that you have not authorized, you should take all reasonable precautions to prevent any other person from learning your PIN.

(a) Limitations

Some of these services may not be available to you at all EFT Terminals. If you have more than one account with us, some of these services may not be available for each account. On each processing day, you may withdraw from automated teller machines up to a maximum of \$300.00 (or your available balance, if it is less than such amount) On each processing day, you may buy in goods or services up to a maximum of \$300.00 (or your available balance, if it is less than such amount). Every calendar day is a processing day, except that Saturday, Sunday and Monday are treated as a single processing day. For security reasons, there are other limits on the number and size of transfers or withdrawals you can make using your Debit Card. In all cases, you agree to be responsible for all transfers whether authorized or negligently permitted by you or from which you receive any benefit. If the EFT Terminal is "off-line" you may not be able to withdraw cash or transfer money between your accounts. See Account Disclosure for limitations.

6) Computer Transfers You may access your account(s) by computer at www.albanybank.com. Using your Electronic banking account number and Personal Identification Number, you may: (a) Transfer funds from checking to savings, (b) Transfer funds from statement savings to checking, (c) Make payments from checking to loan accounts with us, (d) Make payments from checking accounts to Merchants, (e) Get checking and/or savings account information, or (f) Get loan account information.

7) Electronic Check/Draft Conversion

You may access your checking account(s) by electronic check or draft conversion. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign. You may make electronic payment of charges for checks or drafts returned for insufficient funds from your checking account(s).

General Limitations

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: Transfers from a Money Market or savings account to another account or to a third party by pre-authorized, automatic, or telephone transfer are limited to six with no more than three transfers by check, debit card or similar order to third parties. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

Documentation

1) Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using one of our terminals.

2) Pre-authorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

3) In addition,

- (a) You will get 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.
- (b) You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a pre-authorized deposit.
- (c) If you bring your passbook to us, we will record any electronic deposits that were made to your passbook.

Pre-authorized Payments

1) Right to stop payment and procedures for doing so

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge \$20.00 for each stop payment.

2) Notice of varying amounts

If these regular payments may vary in amount, the originator of the payment must 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.)

3) Liability for failure to stop payment of pre-authorized transfer

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

Our Liability for Failure to Make Transfer

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:

a) If through no fault of ours, you do not have enough money in your account to make the transfer; (b) If the transfer would go over the credit limit on your overdraft line, if you have one; (c) If the automated teller machine where you are making the transfer does not have enough cash; (d) If the EFT Terminal or processing system was not working properly and you knew about the breakdown when you started the transfer; (e) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; (f) If the funds in your account are subject to legal process or other encumbrance restricting the transfer; (g) If your PIN or Debit Card is reported lost or stolen; or (h) If we are holding uncollected funds in your account and the transfer would require the use of those funds. There may be exceptions other than those stated in our account agreement with you.

In Case of Errors or Questions about your Electronic Transfers:

1) The Bank must receive notice of an error by;

- (a) **Consumer Account.** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.
- (b) **Commercial Accounts.** We must hear from you no later than 30 days after we sent you the FIRST statement on which the problem or error appeared.

2) How to contact the Bank of an error

- (a) **Promptly telephone us only at (773) 267-7300** or Toll free **(877) 725-2265** during Regular Banking Hours (listed at the bottom of page 3) if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

- (b) **Or Write us at:**

Albany Bank and Trust Company, N.A.
3400 West Lawrence Ave., Chicago, IL 60625

3) Information needed in order to process your Errors or Questions

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error and if possible, the date it appeared on your statement.
- (d) It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you notify us orally, we have the right to require you to send us your complaint in writing within **10** business days following the date that you notified us. We will report to you the results of our investigation within **10** business days (20 business days if the transfer was foreign initiated or was a POS transaction) following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to **45** business days (90 days if the transfer was foreign initiated or was POS transaction) to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within **10** business days (20 business days if the transfer was foreign initiated or was a POS transaction) following the date you notified us, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within **10** business days following your oral notification, we may not credit your account. If we decide that there was no error, we will send you a written explanation within **3** business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Account Information

We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers or resolving errors involving transfers; or (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or (c) In order to comply with government agency rules, court orders or other applicable law; or (d) To our employees, service providers, auditors, collection agents or attorneys, in the course of their duties; or (e) If you give us written permission.

Unauthorized Transfers

Account Holder Liability

Tell us AT ONCE if you think your card and/or PIN has been lost, stolen or used without permission. Telephoning is the best way, to minimize your possible losses. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your card and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

- Consumer Accounts. If you do not tell us within 60 days after we sent you the first statement on which the problem or error appeared, you may not get back any money you lost after the 60 days.
- Commercial Accounts. If you do not tell us within 30 days after we sent you the first statement on which the problem or error appeared, you may not get back any money you lost after the 30 days.

Regarding all U.S. issued MasterCard

As of April 4, 2000, When you use your Debit Card to shop online, in a store, or anywhere, you are protected from unauthorized use of your card or account information, with MasterCard's Zero Liability policy. Your Liability for unauthorized transactions is \$0 for all MasterCard Credit and Debit card transactions that are processed over the MasterCard network – online or off. This additional limitation on liability applies to U.S.-issued cards only. MasterCard's Zero Liability policy does not apply to commercial cards or ATM transactions, or to PIN transactions not processed by MasterCard. "Unauthorized Use" means the use of your debit card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.

Reporting Lost Cards or PINs or Unauthorized Transfers

If you believe your Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at **(773) 267-7300** or Toll free **(877) 725-2265** during Our Regular Banking Hours listed at the bottom this page.

To report a lost or stolen Debit card after hours

Call toll free **(800) 264-5578**

Special Terms and Conditions

By accepting, signing or using a Debit Card you agree not to effectuate any transaction, which is unlawful under applicable law, such as unlawful gambling.

International Transactions

All foreign ATM withdrawals and POS transactions will be converted to U.S. dollars before being charged to your account in accordance with MasterCard® regulations for international transactions in effect at the time of the transaction.

International Transaction Fees The MasterCard® Cross Border Fee is the combination of the Cross Border Fee and the Currency Conversion Assessment fees as explained below.

The Cross-Border fee is .80 of 1% of the transaction amount and is assessed on all international purchases, credit vouchers, and cash disbursements. This fee is assessed on all foreign transactions, regardless of whether they were originated in foreign currencies, or US currency.

The Currency Conversion Assessment fee is .20 of 1% of the transaction amount and is assessed on all international purchases, credit vouchers, and cash disbursements done in foreign currency.

How do these Fees appear on my Statement? The Currency Conversion Assessment fee in combination with the Cross Border fee will appear on your statement as one total along with the description "POSINTLFEE or ATMINTLFEE" depending on whether the transaction was processed at a Point of Sale or at an ATM.

Periodic Statements

You will get a monthly account statement for your checking account. You will also get a monthly account statement for your statement savings account.

Service Charge

There is no charge for using your Debit Card at an Albank ATM. You may make four (4) withdrawals and two (2) balance inquiries at other bank ATMs each calendar month without charge by Albank. Each subsequent Withdrawal or inquiry is \$1.00. A fee may be imposed for an EFT or balance inquiry by an ATM operator (other than Albank) or by any national, regional, or local network used to complete your transaction.

Deposits

Funds from deposits (cash or checks) made at an ATM that we do not own or operate will not be available for withdrawal until the fifth business day after the day of deposit. The cut-off hour for these ATM's is established by the owning institution, but cannot be before 12:00 noon. Funds from deposits (cash or checks) made at an ATM that we do own and operate will follow the availability schedule as listed in our Check Clearing Policy. Please refer to rules and regulations for deposit accounts for additional information on the availability of your deposits.

Modifications of this Statement: Termination

The Terms of this Statement may be changed by us from time to time by notice from us to you. We may also revoke your right to use your Debit Card at any time. You agree to pay us for any cash withdrawals, services charges or other items that remain unpaid at the time this agreement is for any reason terminated.

Applicable Law

The laws of the state of Illinois govern this agreement.

Regular Banking Hours (Excluding Holidays)

Mon.-Thursday 9:00 a.m.- 3:00 p.m.
Fridays 9:00 a.m.- 7:00 p.m.
Saturdays 9:00 a.m.- 1:00 p.m.

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