# **Security National Bank**

Mobile Banking Services User Agreement

## Introduction

This Mobile Banking Services User Agreement ("Agreement") contains the terms and conditions that apply to your use of Security National Bank Mobile Banking Service (Mobile Banking). By using Mobile Banking, you agree to abide by the terms and conditions contained herein, and as changed from time to time. If you do not agree to all of the terms contained in this Agreement, you must not use Mobile Banking.

In this Agreement the words "you" and "your" refer to you, the Mobile Banking **Customer**. The terms "we", "us", "our", "bank" and "SECURITY NATIONAL BANK" refer to **Security National Bank**.

## **Definition of Terms**

"Account" means your eligible Security National Bank deposit and/or loan account that can be accessed through Mobile Banking. You must be the sole, primary or secondary owner of the account. Mobile Banking may not support all of the accounts you may own with Security National Bank as eligible accounts. At our discretion, we may also limit the types and number of eligible accounts for Mobile Banking.

"Device" means your supportable mobile device including a cellular phone, smart phone or other device that is web-enabled and/or capable of sending and receiving text messages. A device is necessary to use Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times.

## **Security National BankMobile Banking**

Mobile Banking is offered as a convenient and supplemental service to your banking with us. It is not intended to replace other methods you use for managing your Accounts and services with us.

Mobile Banking features and services may vary depending on the method of Mobile Banking we offer, the method you select, and the capability of your Device(s). Two methods of using Mobile Banking are available, Mobile Text and Mobile App. Mobile Text allows you to access account balance and activity information via text messages to and from your Device. Mobile App is a program you download to your Device that allows you to access Account balance and posted transaction information, make transfers between eligible Accounts, view our branch locations, activate/deactivate your Security National Bank card, and other services.

## **Hours of Operation/General Accessibility**

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

# Setup and Use of Mobile Banking

During the initial registration process, you will be required to establish a Username and Password. After you agree to this Agreement, we will verify your identity by asking you a series of questions. You must answer these questions correctly to complete the registration process. Upon successful verification, you may choose the Accounts to register with Mobile Banking. We strongly recommend you choose an alias for each Account which does not include any confidential information. Upon completion of this registration, you are registered as a Mobile App and Mobile Text user. If you experience issues during the registration process, you may contact us during normal business hours at 1-800-594-0242 for assistance.

# **Security of Password**

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

Under no circumstances will a Security National Bank employee request your password by phone, text or through other contact. Do not respond to such a request, even if the person claims to represent Security National Bank.

You agree to be held responsible for all activity initiated through Mobile Banking using your Username and password.

## **PIN Login**

As a convenience to you, the user, the Mobile App allows you to create a four digit code (PIN) to access the App without requiring you to enter your Username and Password. You agree to handle your PIN with the same security as described of your Password.

## **Keeping your information current**

You agree that you will keep your personal contact information current in the Mobile App, including your email address used for alerts. The Mobile App has the ability to use this information for configurable security alerts, so it is important this information be correct.

### Card On/Off Feature

The Mobile Banking App provides a feature that allows you to control when your Security National Bank debit or ATM card is able to withdraw funds at an ATM, or in the case of the debit card, authorize debit card transactions. Within the App, you can turn your card OFF, which will deny future card transactions (ATM and point of sale). Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card OFF will not affect your checks, mobile or internet transfers, bill payment, or any other types of transactions in your Account. Within the App, you can turn your card ON. Within seconds, your card will allow ATM withdrawals and, for debit cards, point of sale transactions. This feature does not alter your obligation to notify us or your liability for unauthorized transfers as explained in the following Electronic Fund Transfers disclosure.

#### **Mobile Banking Funds Transfers**

You may use Mobile Banking to transfer funds between your eligible SECURITY NATIONAL BANK Accounts. Transfer requests are currently available via Mobile App, and may be available in the future via Mobile Text. Not all of your Accounts may allow for transfer by Mobile Banking. Please contact us at 1-800-594-0242 for more details. Please refer to our Electronic Fund Transfers Disclosure for detailed information regarding your rights and responsibilities as it relates to electronic transactions.

To request a transfer, select Transfer and follow the instructions provided on your Device. "Mobile Transfer Cutoff Time" is 5:00 p.m. Central Time on Business Days (Monday through Friday excluding federal holidays). If you submit your transfer request prior to the "Mobile Transfer Cutoff Time" you may initiate a transfer which will be posted to your Accounts the same day. Transfer requests submitted after the "Mobile Transfer Cutoff Time" are treated as made the next Business Day and posted on the next Business Day. The "Mobile Transfer Cutoff Time" may change from time to time without notice to you. Transfers may also be scheduled via Mobile Banking to occur on a future Business Day. You cannot cancel an immediate transfer request after it has been submitted to us via Mobile Banking. Future dated transfers may be cancelled via Mobile Banking until the Business day prior to the date of the scheduled transfer.

You must have sufficient funds available in the source Account at the time the transfer is to take place. We may process transfers that exceed your current available balance in an Account at our sole discretion. If we process a transfer or transfers which result in a negative available balance in your Account, you agree to pay any overdraft amount plus any applicable fees immediately. For more information on overdrafts and related fees, please contact us at 1-800-594-0242 or refer to our current schedule of Common Fees, Features & Terms, as amended from time to time.

You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing the transferred funds. You may also call us at 1-800-594-0242 to confirm a transfer has taken place.

## **Limitations of Amounts and Frequency of Transactions**

In addition to limitations elsewhere described, certain legal limitations apply on the number of transfers and/or withdrawals that may be made from your savings and/or money market Account(s). You may make no more than six (6) transfers and/or withdrawals each statement cycle from your money market account, or each calendar month from your savings account. Transfers initiated via Mobile Banking are included in these limitations. Excess withdrawal fees may apply even before these stated limits are reached. Please refer to your specific Account information or call us at 1-800-594-0242 for more details.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

# **Alert Service**

Certain alerts within the Mobile App are designed to call your attention to changes in the access configuration. We strongly encourage you to enable these security alerts and notify us immediately if you are made aware of any change which you did not initiate.

You may use the Mobile Banking Alerts to notify you of certain information. The alerts we make available through Mobile Banking may change from time to time. You may receive alerts through email or by text message. The methods we make available to receive alerts

may change from time to time. Not all of your Accounts may allow for alerts. Receipt of any alert may be delayed or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any alert. SECURITY NATIONAL BANK will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or incorrect delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes, (d) any service provider related charges. We reserve the right to terminate any request from you, for any alert, at any time. You may also call us at 1-800-594-0242 to assist you with the alerts.

## Your Mobile Banking Responsibilities

The following are your responsibilities for using Mobile Banking, in addition to your responsibilities mentioned in other sections of this Agreement and in the Electronic Fund Transfers Disclosure following this agreement:

- You agree to monitor your Account and important Account information through our Online Banking Service, periodic statements for your Account, and important notices about your Account delivered by us to you electronically or by mail, in addition to any information you may receive through Mobile Banking.
- You agree not to use any personally confidential information (including Account number information) when creating Aliases in Mobile Banking. Aliases are designed to take the place of such information so that confidential information need not traverse the internet or be included in a text to your Device.
- You agree to keep your personal information up to date in Mobile Banking (i.e. change in your email address, change in your cell phone number).
- You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking.
- You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you.
- You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you.
- · You agree to notify us immediately if you lose, or change or cancel the number of, your registered Device.
- You agree to notify us immediately and cancel Mobile Banking with your Device if you believe that someone may have unauthorized access to your Mobile Banking.
- You agree to comply with all applicable laws, rules and regulations while using Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.
- You agree when you use Mobile Banking you remain subject to any terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the software, receiving or sending Mobile Banking text messages, etc) or other use of your Device when using the software or other products and services provided by Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

## Charges

We do not charge fees for the use of Mobile Banking. Other fees such as overdraft fees and/or excess withdrawal fees can result from Account activity initiated through Mobile Banking. For more information, please contact us at 1-800-594-0242 or refer to your specific account information and our current schedule of Common Fees, Features & Terms, as amended from time to time.

In all cases, standard text and/or internet rates apply as outlined in your contract with your Device's service provider.

# **Relation to Other Agreements**

Your use of Mobile Banking will also be affected by other agreements (including Terms and Conditions) between you and us for your Accounts. When you register an Account with Mobile Banking you do not change the agreements you already have with us for that Account.

# **Our Limited Liability for Use of Mobile Banking**

Our Mobile Banking service and its contents are provided to you on an "as-is" and "as-available" basis. We do not make any warranties or representations that you will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error-free, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights and title, and any implied warranties arising from course of dealing or course of

performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or materials supplied in connections with Mobile Banking) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Mobile Banking service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusion may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Fund Transfers disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

Without limitation as to the foregoing in regards to limitation of liability, IN NO EVENT WILL SECURITY NATIONAL BANK OR ITS SUBSIDIARIES, AFFILIATES, OR CONTRACTORS OR OUR/THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF SECURITY NATIONAL BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of Illinois, without regard to the conflict of laws thereof, and to the laws of the United States.

#### Venue

Disputes arising from the use of Mobile Banking shall be exclusively subject to the jurisdiction of any federal or state court for the State of Illinois.

#### Severability

To the extent any portions of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Agreement, as so modified, shall remain in full force and effect.

### Waiver

No waiver by Security National Bank of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term or provision of this Agreement at that time or a waiver of that or any other right, term or provision of this Agreement at any other time.

# **Amendment to Agreement**

We may amend this Agreement, and modify or cancel all or a part of Mobile Banking services and features we offer, from time to time without notice, except as may be required by Law. Your continued use of Mobile Banking is your agreement to the amendment(s).

We may offer additional services and features to Mobile Banking in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service, if applicable.

## **Your Right to Terminate**

You may cancel **Mobile Banking** at any time by contacting us at any Security National Bank, calling our customer service number at 1-800-594-0242, or providing us with written notice by postal mail or email at ebanking@securitynb.com. You may also cancel Mobile Text by sending a STOP command in a text message from your registered Device. Your access to Mobile Banking will be cancelled within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. If you have payments or transfers scheduled it is your responsibility to cancel those payments or transfers. If during the 3 business days we have not completed your request to cancel service, you will be responsible for the payments or transfers.

# **Our Right to Terminate**

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

- 1. Without prior notice, if you have insufficient funds in any one of your Accounts. **Mobile Banking** will be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- 2. Without prior notice, if you do not access Mobile Banking service for any three-month period.
- 3. Without prior notice, if we know or have reason to believe that unauthorized activity has occurred in any of your Accounts.
- 4. Upon reasonable notice, for any other reason at our sole discretion.

# **Communications between Security National Bank and You**

You can communicate with us in any one of the following ways:

Email\*: ebanking@securitynb.com

\*Because email is not a secure method of communication over the internet, we recommend you do not send confidential information by email.

Telephone: Toll Free 1-800-594-0242 during our normal business hours.

Postal Mail: You can write us at:

**Security National Bank** 

Attn: E-Banking 1 W Broadway PO Box 427 Witt IL 62094-0427

You may also contact us in person by visiting the bank at any of its locations.

If you believe your account information has been lost, stolen, or compromised contact the Security National Bank Customer Service (1-800-594-0242) as soon as possible. In addition, log in to your Mobile Banking site and change both your Username and password information.

# Security National Bank

# **ELECTRONIC FUND TRANSFERS**

## YOUR RIGHTS AND RESPONSIBILITIES

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

## TYPES OF TRANSFERS, LIMITATIONS, & FEES

**Online Banking** - Online Banking services are those that allow you to access your accounts, transfer funds and pay bills by computer through the internet. Once enrolled with Online Banking, you may access your specified account(s) by logging onto our internet website at **www.securitynb.com** and using your User ID and password. At present, you may use this service to:

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

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

Fees – There is no fee for the use of our Online Banking service. Our optional Bill Pay service is \$5.00 a month unless you are signed up for our email statements then the service is free of charge unless it remains inactive for 3 months. In all cases, standard text, data and/or internet rates apply as outlined in your contract with your service provider.

**Mobile Web** - Mobile Web services are those that allow you to access your accounts, transfer funds and pay bills by a mobile device with access through the internet. Once enrolled in Online Banking, you may have access to Mobile Web. You may access your specified account(s) by logging onto our specially designed website for mobile devices at https://www.myebanking.net/securitynb/Login/Login.aspx using the same User ID and password established for Online Banking. At present, you may use this service to:

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

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

**Fees** – There is no fee for the use of our Online Banking service. Our optional Bill Pay service is \$5.00 a month unless you are signed up for our email statements then the service is free of charge unless it remains inactive for 3 months. In all cases, standard text, data and/or internet rates apply as outlined in your contract with your service provider.

**Mobile App (download app via your device's app store)** - Mobile App services are those that allow you to access your accounts and transfer funds by a mobile device using your device's built-in functions. Once you download the app, you may access your account by logging in using your User ID and password or optional PIN login. At the present time, you may use this service to:

- Obtain balance and account history information about your checking and savings accounts
- Transfer funds between checking and savings accounts
- Turn your Debit Card OFF and ON at your convenience
- Mobile Deposit

Upon access to the Mobile Banking App, you also have access to Mobile Text functions.

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

**Fees** – There is no fee for the use of our Mobile Banking App. In all cases, standard text, data and/or internet rates apply as outlined in your contract with your service provider.

**24-Hour Telephone Banking** - Telephone transfers are those services that allow you to transfer funds between your accounts by use of your telephone. This includes the use of our automated 24-Hour Telephone Banking service and requests you make by telephone to one of our associates. Once enrolled for 24-Hour Telephone Banking, you may access specified account(s) by touch tone phone 24 hours a day at **1-877-472-9294** using your account number(s) and a personal identification number. Our associates are available during our normal banking hours at the telephone number listed on your bank statement and at the end of this disclosure. At present, you may use these services to:

- Obtain balance and account history information about your checking, savings, and loan accounts;
- Transfer funds between checking and savings accounts;
- Transfer funds from lines of credit to checking or savings accounts; or
- Make payments from checking or savings accounts to loan accounts with us
- Activate new Debit Card

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

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

Card Services - Once requested, you may access or inquire about the funds in your specified account(s) by using a Security National Bank MasterCard® Debit Card and/or Security National Bank ATM Card (collectively "Card"). Using your Card at an Electronic Fund Transfer Terminal ("Terminal"), you may do the following:

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

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

Limitations on Frequency and Amount of Transfers - In addition to those limitations on transfers elsewhere described, the following limitations apply to Card transactions. As a security measure, when using your Card at a merchant or an ATM, there will be a limit on the amount that may be debited from your account over certain periods of time. Card transactions are authorized from the available balance in your account. Cash withdrawals using your Card are limited to \$200.00 per day. Total purchases using your MasterCard® Debit Card by way of your signature and by way of your Personal Identification Number ("PIN") are limited to \$500.00 per each method per day. For security reasons, there may be times when we further limit the amount or frequency of your Card transactions. The bank has the right to refuse a transaction on your account when your Card has been reported lost or stolen or when the bank reasonably believes there is unusual activity on your account. Please also see the Limitations on Transfers section for important limitations that apply to savings and money market accounts.

**Terminal receipts**- You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$25.00 or less.

Non-MasterCard Debit Transactions— To continue to provide you the greatest flexibility when using your MasterCard debit card, Security National Bank will allow non-MasterCard debit transaction processing and some transactions may now be made without being authenticated by a PIN (PINless-debit on a PIN-Debit Network). The PIN-debit network we support is NYCE®. These transactions are not covered by the provisions of the MasterCard cardholder agreement since these are non-MasterCard transactions. As a result, you may be liable for a portion of lost funds if your card is compromised.

## MasterCard definitions:

**Non-MasterCard Debit Transactions** – An act between a MasterCard Debit Card Cardholder and a merchant that results in the generation of a transaction on a PIN-Debit Network.

**PIN-Debit Network** - A non- MasterCard debit network that typically authenticates transactions by use of a PIN that is not generally known as, marketed as, or enabled as a competitive general-purpose card program, or other prohibited payment program, either directly or through a joint acceptance agreement. For Example: NYCE®

## Actions you may be required to make to initiate a transaction through...

- A PIN-Debit Network example of this would be a bill payment transaction, initiating payment directly with the biller, your identity is verified using known information instead of the use of a PIN. These transactions are not covered by the provisions of the MasterCard cardholder agreement since these are non- MasterCard transactions.
- MasterCard example of this would be signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

**Advisory Against Illegal Use**- You agree not to use your Card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. **Currency Conversion**- When you use your Security National Bank MasterCard Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount.

- Disclosure for transactions processed through MasterCard ®:
- A 1% Currency Conversion Fee will be assessed on International transactions where MASTERCARD® has performed a currency conversion function.
- This fee will be based on a rate selected by MASTERCARD® from the range of rates available in wholesale currency markets for the applicable
  central processing date, which rate may vary from the rate MASTERCARD® itself receives, or the government mandated rate in effect for the
  applicable central processing date.
- A .80% (eighty basis points) Cross Border Fee will be assessed on all single currency International transactions.

# Disclosure for transactions processed through Cirrus:

- A .20% (twenty basis points) Currency Conversion Fee will be assessed on International transactions where Cirrus has performed a currency conversion function.
- This fee will be based on either a government mandated exchange rate, or a wholesale exchange rate selected by Cirrus and the rate used will be the applicable rate on the day the transaction was processed, which may differ from the date of the transaction or when it posted to the cardholder's account.
- A .80% (eighty basis points) Cross Border Fee will be assessed on all International transactions whether or not a currency conversion function was performed by Cirrus.

Fees – The following fees apply, unless otherwise specified:

For your transactions at an ATM owned by us	No charge
Foreign ATM Fee*	No charge
For your transactions at an ATM not owned by	
us	
Card Replacement Fee	\$5.00
For lost or damaged cards	

<sup>\*</sup> When you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

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

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

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

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

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

Call or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a \$25.00 Stop Payment Fee for each stop payment order you give.

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

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

**Preauthorized credits**- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-594-0242 to find out whether or not the deposit has been made. Once you are enrolled, our 24-Hour Telephone Banking and Online Banking Services can provide this information as well.

## PERIODIC STATEMENTS

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

## LIMITATIONS ON TRANSFERS

Legal Limitations – In addition to limitations on transfers elsewhere described, certain legal limitations apply on the number of transfers that may be made from your savings and/or money market account(s). You may make no more than six (6) transfers and/or withdrawals each statement cycle for money market accounts or each calendar month for savings accounts from these accounts to another deposit account of yours at this bank or to a third party by means of a preauthorized or automatic transfer, or by telephone or online banking instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, convert your account to another type, or close your account without prior notice.

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

# FINANCIAL INSTITUTION'S LIABILTY

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

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

6) There may be other exceptions stated in our agreement with you.

#### **CONFIDENTIALITY**

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

- 1) Where it is necessary for completing transfers; or
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) In order to comply with government agency or court order; or
- 4) If you give us written permission; or
- 5) As explained in the separate Privacy Disclosure.

### **UNAUTHORIZED TRANSFERS**

Consumer Liability. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for MASTERCARD® Debit Cards. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. "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. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International Incorporated.

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

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

# **ERROR RESOLUTION NOTICE**

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

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

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

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

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

# **Security National Bank**

1 W Broadway PO Box 427

Witt, IL 62094-0427
Business Days: Monday through Friday

**Excluding Federal Holidays** 

Phone: 1-800-594-0242 toll free