

# **Dewey Bank**

## **Online Banking Terms and Conditions**

### **Terms and Conditions**

The use of Online Banking with Dewey Bank requires that you agree to the terms and conditions of our Service Agreement. The Agreement describes many of the features and services that Online Banking provides and how they work.

### **Service Charges**

You will not pay any service charges or fees to view your account information. If we ever change this policy, you will be notified and allowed to discontinue your service.

### **Receiving Online Banking Disclosures and Notices**

All updates to the Service Agreement, as well as all disclosures, notices and other communications regarding Online Banking, will be provided to you in the mail. You can get free paper copies of any of these documents by calling customer service.

## **I. General Description of Online Banking Agreement**

### **A. What This Agreement Covers**

This Agreement between you and Dewey Bank governs the use of Online Banking services. These services permit Dewey Bank customers to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

### **B. Accepting the Agreement**

When you use any of the Online Banking services described by the Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

### **C. Relation to Other Agreements**

Your use of Online Banking services may also be affected by the agreements between us for your deposit and other linked accounts. When you link an account to Online Banking services you do not change the agreements you already have with us for that account. For example, when you use Online Banking services to transfer funds between accounts, you do so under the terms and conditions we gave you in the agreement and disclosure for that account. You should review

those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking services.

## **II. Online Banking Services**

### **A. Online Banking for Consumers and Businesses**

**You may use Online Banking to:**

- Transfer funds between your linked Dewey Bank accounts, including as a payment to a linked installment loan or mortgage.
- Transfer funds from your linked Dewey Bank personal or sole proprietor deposit accounts to any of your other Dewey Bank personal or sole proprietor deposit accounts.
- View current balance information for your linked Dewey Bank checking, money market, savings, and CD, mortgage, or loan accounts.
- Review available transactions for your linked Dewey Bank checking, money market, savings accounts.
- Perform self-service account maintenance, such as changing your Online ID and Online password.
- Send us secure online mail messages and questions regarding your Online Banking service.
- Some of the above services may not be available for some accounts.

Note: If you access Online Banking through Personal Financial Management (PFM) software or another indirect service, all of the features of Online Banking may not be available, including, but not limited to, bill presentment. To access all of the features and services offered by Online Banking, sign in directly through our Web site at [www.deweybank.com](http://www.deweybank.com)

### **B. Bill Payment Services**

If you choose to add Bill Payment service, in addition to the Online Banking features listed above, you may also:

Make one-time or recurring payments online from your linked checking account(s), and money market account(s) to companies or individuals (Payees) you select.

### **III. Description of Online Banking Services**

#### **A. Transfers**

##### **Processing Transfer Requests**

Transfers can be made between your linked Dewey Bank checking, savings, and money market accounts, or as a payment from any of those accounts to a linked installment loan or mortgage.

The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details.

Transfers you submit from a deposit account (checking, savings or money market) are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 3:00 p.m. CST (Central Standard Time) on a bank business day are processed on the same bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

##### **Cut-off Times for Crediting of Transfers**

The crediting of funds depends on the type of account you are transferring to and the daily cut-off time. Online Banking transfers to deposit accounts are immediately reflected in the account balance online and at ATMs. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks or direct debits), they must be entered before the cut-off time of 3:00 p.m. CST. To avoid possible NSF or overdraft fees, please be sure to make your transfers before the cut-off time.

#### **B. Limitations and Dollar Amounts for Transfers and Payments**

You authorize Dewey Bank to withdraw, debit or charge the necessary funds from your designated Dewey Bank account on the date on which you schedule the payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may refuse to complete the transaction. In either case, we reserve the right to impose NSF, over-limit or similar fees, and no further attempt will be made by the Bank to issue the payment or process the transfer request. If your payment

exceeds any of the limits stated above, it will not be processed. The Bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In all cases, you are responsible for making alternate payment arrangements or rescheduling the payment through the service.

### **C. Accounts Linked to Your Online Banking Services**

When you first set up your Online ID, we will link all of your eligible accounts. If you want to limit the accounts linked or the activity level assigned to an account, please call us at 217-897-1125 and a representative will discuss the available options with you.

## **IV. Monthly Service Charge**

### **A. Monthly Service Charge**

There is no monthly service charge for accessing your accounts with the Online Banking service.

### **B. Other Charges**

You should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.

Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop-payment requests, check copy orders and account statement copy orders. Please consult your deposit account agreements to see if your accounts are subject to these fees.

NSF fees may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

We may charge you a research fee of \$30.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

#### **C. Service Hours**

Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Online Banking.

#### **D. Business Days**

For Online Banking services, our business days are Monday through Friday, excluding bank holidays.

#### **E. Canceling Your Online Banking Services**

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Dewey Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled.

#### **F. Joint Accounts**

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

#### **G. Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Online Banking services after the effective date of a change, you indicate your agreement to the change.

#### **H. Cancellation**

Your Online Banking services remain in effect until they are terminated by you or Dewey Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Online Banking customer service at 217-897-1125. This cancellation applies to your Online Banking services, and does not terminate your Dewey Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

**I. Transfers from Money Market Accounts**

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including Online Banking transactions - from money market deposit and savings accounts. You are limited to six (6) preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point-of-sale. (For information on these accounts, see the applicable account agreement.) Each transfer or payment through the Online Banking services from your money market account is counted as one of the six (6) limited transfers you're permitted each statement period. We charge a fee for each transaction in excess of this limit and if exceed the limit three times we may close your account. Payments to your Dewey Bank loans are counted toward this limit for money market accounts. We recommend that you not use a money market account as your bill payment account because of these restrictions.

**J. Contact by Dewey Bank or Affiliated Parties**

No Dewey Bank or Payee employee, nor any company affiliated with Dewey Bank Online Banking, will contact you via email or phone requesting your Online ID or online password. If you are contacted by anyone requesting this information, please contact us immediately.

**K. Reporting Unauthorized Transactions**

Call us at 217-897-1125 Online banking customer service is available from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding bank holidays. You may also write us at:

Dewey Bank  
2994 CR 900 E  
Dewey, IL 61840

**L. Initiating Payment Inquiries**

To initiate a payment inquiry, you may use Online Banking services to send the request via secure online mail. Or you may contact Online Banking Customer Service by calling 217-897-1125 to speak to a customer service representative.

**M. Disclosure of Account Information**

We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders, or at the request of a federal regulator.
- If you give us your permission.
- At our discretion, to our affiliates.
- On a closed account, if we reasonably believe you have mishandled it.

For more information on our Privacy Policy for Consumers, you can view it under the Privacy tab at [www.deweybank.com](http://www.deweybank.com)

#### **N. Account Statements**

We report your Online Banking transactions on the monthly statements for your account. A description of each transaction, including whom you paid, the date and the amount of the transaction will appear on your statement.

#### **V. Additional Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

##### **A. In Case of Errors or Questions about Your Electronic Transactions**

Send us a secure online mail message or call us at 217-897-1125 or write us at:

Dewey Bank  
2994 CR 900 E  
Dewey, IL 61840

AT ONCE if you think:

- Your statement or transaction record is wrong.
- You need more information about a transaction listed on your statement.
- An unauthorized person has discovered your Online Banking password.
- Someone has transferred or may transfer money from your account without your permission.

- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) bank business days (Online Banking customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of the Payee if the transaction in question is a payment.
- The transaction number assigned by Online Banking, if available.
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will determine whether an error occurred within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you 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 your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

## **B. Limitation of Liability**

Tell us at once if you believe your Online Banking password has been compromised, or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that



we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

### **C. Our Liability for Failure to Complete Transactions**

- If we do not complete a transaction 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. For instance, we will not be liable:
- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan), or credit to cover the transaction or transfer.
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the Payee.
- There may be other exceptions not specifically mentioned.

## **VI. Additional Provisions Applicable Only to Business Accounts (Other than Sole Proprietors)**

### **A. Protecting Your Password**

You agree that we may send notices and other communications, including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Dewey Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. The Bank will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

#### **B. Acknowledgement of Commercially Reasonable Security Procedures**

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

#### **C. Limitation of Bank's Liability**

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a

360-day year. Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

## **VII. Electronic Disclosure and Consent**

You agree that we may provide you with all disclosures, notices and other communications about Online Banking, Business Online Banking, including the Online Banking Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign-In Page for a period of at least 30 days. You may download or print the notices from your computer if you have the hardware and software described below.

At your request, we will provide you with a paper copy of any of the above documents without any fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking and/or Business Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at 217-897-1125

## **VIII. Your System Requirements**

In order for you to access and retain records in connection with Online Banking, Business Online Banking, and Transfers Outside Dewey Bank your system must meet the following requirements:

- A Windows or Macintosh-compatible computer
- Internet access
- An Internet browser

To print or download disclosures, you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.