

**ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

**Evergreen Bank Group**  
1515 W 22nd Street, Suite 100W  
Oak Brook, Illinois 60523  
(888)505-2265  
www.evergreenbankgroup.com

**(Standard)**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Evergreen Bank Group. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Evergreen Bank Group which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding Federal holidays.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

**DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Mastercard<sup>®</sup> debit cards for the purchase of goods and services.

**ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Mastercard, Cirrus, Star.

**ATM 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.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**SERVICES PROVIDED THROUGH USE OF AUTOMATED TELEPHONE BANKING.** You may perform the following functions through use of Automated Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may make payments on loan account(s) that you have with us.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).

**SERVICES PROVIDED THROUGH USE OF NETTELLER ONLINE BANKING.** Evergreen Bank Group offers its customers use of our NetTeller Online Banking service.

Please see our Online Banking Agreement for details.

**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 to pay bills.

### LIMITATIONS ON TRANSACTIONS

**TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 35 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Evergreen Bank Group reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 35 transactions in any one day.

**TOTAL DAILY LIMITS.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,000.00 in any one day.

**OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.
- If you would like to request a change to Cash Withdrawal or Point of Sale limits, please call 888-505-2265.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

## **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TERMINAL TRANSFERS.** You will get a receipt at the time you make an EFT transaction of more than \$15.00 to or from your account at an ATM terminal or at a Participating Merchant. The receipt shall clearly set forth to the extent applicable:

1. the amount involved and date the transfer is initiated;
2. the type of transfer;
3. the identity of your account with the financial institution from which or to which funds are transferred;
4. the identity of any third party to whom or from whom funds are transferred; and
5. the location or identification of the electronic terminal involved.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to another person.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED 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 (888)505-2265 to find out whether or not the deposit has been made.

**PASSBOOK ACCOUNTS.** If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your Passbook account. If you bring your Passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your Passbook. You will not receive a periodic statement noting these transactions on your Passbook account.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Evergreen Bank Group immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone.

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (888)505-2265

or

write to: 1515 W 22nd Street, Ste 100W, Oak Brook, IL 60523

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (888)505-2265 (24 hours a day 7 days a week)

or

write to: 1515 W 22nd Street, Ste 100W, Oak Brook, IL 60523

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access 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 applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (888)505-2265

or

write to: 1515 W 22nd Street, Ste 100W, Oak Brook, IL 60523

or

email us at: [www.EvergreenBankGroup.com](http://www.EvergreenBankGroup.com)

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Evergreen Bank Group no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount

which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) 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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.** The following fees and charges may be imposed on your checking account:

Fee for transfers, withdrawals or deposits you make using an ATM not owned by the Bank: \$ 1.00

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Evergreen Bank Group and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.

- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Report all crimes to the operator of the ATM and to local law enforcement officials immediately.

#### **ADDITIONAL PROVISIONS**

The Bank will reimburse up to \$10.00 monthly for any foreign ATM transaction fees assessed per month.  
Stop Payment Charge is \$30.00.