

## **NETTELLER ONLINE BANKING TERMS & CONDITIONS**

By enrolling in Evergreen Bank Group's ("Bank") NetTeller Online Banking Service ("NetTeller"), you agree to the terms and conditions shown below. NetTeller allows you to transfer funds, create deposits ("RDA"), review account activity, create stop payments, and send payments ("Bill Pay") using a personal computer ("PC"). **Please read these terms and conditions carefully and retain them for your records.** We have the right to change this agreement at any time by notice mailed or e-mailed to you at the last address or e-mail address shown for you on our records, by providing notice of change on the NetTeller login page, or as otherwise permitted by law.

### **SECTION 1. DEFINITONS**

Account(s) - means the deposit, loan and other accounts you have at Evergreen Bank Group to which you have access through NetTeller.

ANSI - the American National Standards Institute whose mission is to enhance both the global competitiveness of U.S. business and the U.S. quality of life by promoting and facilitating voluntary consensus standards and conformity assessment systems, and safeguarding their integrity.

Business Days - are Monday through Friday, except bank holidays.

We, us, our and bank - refers to Evergreen Bank Group.

You, your and customer - refers to the person(s) or entity subscribing to or authorized to use Online Banking.

### **SECTION 2. NETTELLER**

NetTeller is an electronic banking service available to you through a PC using an access method specified in Section 3. You may use NetTeller to check the balance in and recent activity of each of your Accounts and to transfer funds between your Eligible Accounts (see Section 7). The Accounts to which you may have access through NetTeller are your checking accounts, savings accounts, installment loan accounts, mortgage loan accounts, home equity accounts, line of credit accounts, certificate of deposit accounts, and individual retirement accounts. The number of accounts that you may view, if they are NetTeller enabled, is unlimited. Accounts you open after enrollment in NetTeller may be added at the time of opening or at a later time. You must login to NetTeller at least every 180 days or the system will automatically disable your online access. You must call the bank at (866) 505-2265 in order to enable your online access again.

### **SECTION 3. ACCESS METHODS**

Supported browsers include: Microsoft® Internet Explorer, Firefox, Google Chrome or Safari. The current and major release of these browsers will be supported on a rolling basis. Each time a new version is released, the new version will be updated and support will cease on the third oldest major version. "Beta" versions of any browser are not supported. In some cases, older browser versions can be used but users may experience issues using certain features or might not be able to access NetTeller at all.

You may access NetTeller through our website at [www.EvergreenBankGroup.com](http://www.EvergreenBankGroup.com) or such other Internet address as we may provide. You must be a subscriber of an Internet Service Provider. Information is not stored on your PC unless you specifically download it to your PC.

#### **SECTION 4. ONLINE ENROLLMENT**

You have the option to enroll in NetTeller through our website at [www.EvergreenBankGroup.com](http://www.EvergreenBankGroup.com). After successfully completing the enrollment verification, we will assign login credentials for immediate access. It is required that you provide to the bank your Account number, Social Security Number (SSN) or Tax Identification Number (TIN), valid email address, first name, last name, mailing address and date of birth. Each one of these components must match the information we have on file for you in order to pass the enrollment verification process. The bank reserves the right to deny any enrollment that does not pass the verification process.

#### **SECTION 5. ADDING, CHANGING AND REMOVING ACCOUNTS**

If at any time you wish to add or remove an Account, you may call Evergreen Bank Group at (888)505-2265 or e-mail us at [webhelp@EvergreenBankGroup.com](mailto:webhelp@EvergreenBankGroup.com).

#### **SECTION 6. NETTELLER ID AND PASSWORD**

Upon enrollment in NetTeller, we will assign you a NetTeller ID and NetTeller Password. The NetTeller Password will be the last four digits of your Social Security Number, and YOU WILL BE REQUIRED TO CHANGE YOUR PASSWORD AFTER INITIAL LOGIN. NetTeller Passwords expire every 90 days and must be 8-12 alphanumeric characters. They are also case sensitive and do not require any symbols. You can change your ID and Password on NetTeller at any time. You authorize us to follow any instructions entered through NetTeller using your NetTeller ID and Password. Your access to NetTeller will be blocked in the event your NetTeller ID or Password is entered incorrectly on three (3) consecutive access attempts. If this occurs, please call Evergreen Bank Group at (888) 505-2265 because your NetTeller ID and Password can be used to access money in any of your linked Accounts and to access information about any of your linked Accounts, you should treat your NetTeller ID and Password with the same degree of care and secrecy that you use to protect other sensitive financial data. You should not give your NetTeller ID or Password, or make them available, to any other person.

#### **SECTION 7. INTERNAL ACCOUNT TRANSFERS**

Transfers may be made between Eligible Accounts. An "Eligible Account" is an Account linked to NetTeller that does not have withdrawal restrictions, such as a certificate of deposit. To schedule a transfer of funds between Eligible Accounts, you must provide to us the Eligible Account from and to which the transfer is to be made and the amount to be transferred. Each transfer must be in an amount not less than \$.01 and not more than \$99,999.99. Any attempted transfer which exceeds the available balance in the Eligible Account from which the funds are to be transferred will not be made. Transfers from accounts requiring two or more signatures are not permitted. After you send the transfer instructions, you will receive a confirmation number ("Confirmation Number"). The Confirmation Number will help us resolve any questions you may have concerning a transfer.

#### **SECTION 8. TIMING OF INTERNAL ACCOUNT TRANSFERS**

Transfers of available funds may be made any day at any time. Transfers made on a business day before 8:00PM are available immediately. Transfers made on a business day after 8:00PM will be available next business day. All NetTeller transfers made on Saturday or Sunday, a bank holiday, or after our cutoff times will be processed one (1) business day later. Transfers cannot be cancelled after the instruction is sent to us as they are processed immediately.

#### **SECTIONS 9. REVIEWING INTERNAL ACCOUNT TRANSFERS**

NetTeller automatically includes records of past transfers as part of your account activity that can be displayed online. You can also download up to ninety (90) days of account history, including transfers, to your PC.

#### **SECTION 10. BALANCE INQUIRIES**

You may use NetTeller to check the balances and recent activity of your Accounts. The balance shown by NetTeller may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process. In addition, your available balance includes memo posted transactions that occur throughout the Business Day. A “memo posted transaction” is a temporary credit or debit to your Account that is not yet final, and is subject to correction.

#### **SECTION 11. E-STATEMENTS**

In order to receive e-Statements, you must first enroll by clicking the e-Statements menu within NetTeller Online Banking and acknowledging the e-Statement Terms & Conditions. All of your transfers made through NetTeller will appear on your monthly Account statement(s). The transfer amount and date will be reflected for each transfer made through NetTeller. You may view your last eighteen monthly statements online. Check images are available online.

#### **SECTION 12. STOP PAYMENTS**

You may enter a stop payment order on checks drawn on Deposit Accounts by clicking the “Enter Stop Payment” link for the Deposit Account, completing the requested information and submitting the stop payment. You must make your stop payment order in time for us to receive and have a reasonable opportunity to act on your request.

#### **SECTION 13. FEES**

NetTeller and Bill Pay are available at no charge. All other fees applicable to your Accounts remain in effect. Additional fees may apply to other electronic banking services, but must first be acknowledged before put into effect.

#### **SECTION 14. EQUIPMENT**

We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power, internet service, mobile data package or mobile service; (b) disconnection of your internet or mobile service by your mobile or internet service provider or from deficiencies in your line quality or data package; or (c) any defect or malfunction of your PC, modem, internet service or mobile service. We are not responsible for any products or services relating to your PC, other than those specified herein. We also are not responsible for any damage to your PC, software, modem, internet, mobile or other property resulting from the use of NetTeller including any damage resulting from a virus or malware.

#### **SECTION 15. HOURS OF OPERATION**

NetTeller is available seven (7) days a week, 24 hours a day, except during maintenance periods or periods during which NetTeller otherwise is not operable.

#### **SECTION 16. SECURITY AND PROTECTING YOUR ACCOUNT**

We are committed to protecting the security and confidentiality of information about you and your Account(s). We use sophisticated technology in the ongoing development of NetTeller and the activities

contemplated thereby to enhance this security. We use several different security methods to protect your Account information:

- You can only access NetTeller with certain browsers that have high security standards (see Section 3).
- If we do not recognize your computer, we will ask you one of your challenge questions to verify your identity.
- NetTeller will automatically log off if prolonged periods of inactivity occur.
- Your session will be terminated if you navigate from NetTeller to another website.

### **SECTION 17. NETTELLER BILL PAY**

NetTeller Bill Pay (“Bill Pay” or “application” or “Service”) allows you to initiate electronic (ACH/EFT) or check payments from an Eligible Account and must be made in accordance with the terms of this Agreement and any other applicable account agreements. If Merchant (“Recipient”) is unable to accept electronic payments, then we will process a paper check and send it to the address that you input in the payment criteria and details. Electronic (ACH/EFT) payments can expect to be received by recipient within 2-3 business days. Paper check payments can expect to be received by recipient within 7-10 business days.

**Payments:** You authorize Bill Pay to debit your Eligible Account and remit funds on your behalf to the Biller. When Bill Pay receives a Payment Instruction, you authorize Bill Pay to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Payment Date as designated by you. You also authorize Bill Pay to credit your Payment Account for payments returned to Bill Pay by the United States Postal Service or Biller.

**Scheduling Bill Payments:** When entering your Payment Instructions, you will be asked to provide a Payment Date. To avoid late fees and other finance charges, the Payment Date that you enter should be equal to or earlier than the actual Due Date of your bill, not the late date and/or a date within the grace period. If it is not, you will be responsible for any late payment fees, finance charges or other action taken by the Biller or us.

The earliest possible Payment Date for each Biller will be pre-filled within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Payment Date earlier than the earliest possible Payment Date designated for each Biller. When scheduling payments you must select a Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Payment Date that is at least one (1) Business Day before the actual Due Date.

**Processing of Your Bill Payments:** A bill payment is considered "Pending" status starting beginning at the time when you enter Payment Instructions, and then up until when the bill payment is created by the Bill Pay service. A bill payment is processed on the Business Day you designated as the Payment Date.

**Canceling and Modifying Bill Payments:** You may cancel or edit a payment up until the time it has been sent for processing. A bill payment is available to cancel or modify in your list of Scheduled Payments found in the NetTeller Bill Payment menu. There is no charge for canceling or editing a Pending Payment. Once the Service has begun processing a payment it cannot be cancelled or edited.

**Prohibited Payments:** You cannot use Bill Pay to pay any company or person with an address outside the United States or its territories.

Tax and court ordered payments may be scheduled through Bill Pay; however such payments are discouraged and must be scheduled at your own risk. The bank is not responsible for researching these types of payments, in the event they don't process as scheduled. **Your use of Bill Pay for the payment of taxes or court mandated fees constitutes your express acknowledgment and agreement that we bear no responsibility for any fees, penalties or interest that might accrue as a result of such payments to process as scheduled.**

We also reserve the right to refuse to make payments to certain Billers ("Prohibited Payment"). We will promptly notify you if we decide to refuse to make a payment to a certain Biller. We will not, however, notify you if you attempt to make a Prohibited Payment.

In no event will we be liable for any claims or damages resulting from the scheduling of Prohibited Payments. All service guarantees are void when a Prohibited Payment is scheduled or processed. The Bank has no obligation to research or resolve any claim resulting from a Prohibited Payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not of NetTeller or the Bank.

**Returned Payments:** You understand that Billers, payment processors or the United States Postal Service may return bill payments to the Bank for various reasons. These reasons can include, but are not limited to, the following:

- the Biller's forwarding address has expired;
- the Biller's account number is not valid;
- the Biller is unable to locate the account; or
- Your account with the Biller is paid in full.

The Bank will use its best efforts to notify you of any Returned Payments. You are responsible for reconciling your Account(s) and reviewing the status of the payments. If we are unable to complete a payment for any reason, we may, by a method of our choosing and at our sole discretion, provide you with notice.

**Stop Payment Requests for Bill Pay:** A stop payment may only be requested if a check has been issued for your payment and if the check has not cleared. If you desire to stop any payment that has already been processed, you must contact the Bank at (866)505-2265. Although NetTeller will make every effort to accommodate your request, the Service may not have a reasonable opportunity to act on any stop payment request and the Bank will have no liability for the Service failing to do so. The Bank may also require you to present your request in writing within fourteen (14) calendar days. The charge for each stop payment request will be the current

charge for such service as set out in the applicable fee schedule in the agreement governing your accounts with us.

A stop payment cannot be requested if the payment was remitted to your Biller electronically. You should contact your Biller directly to request any payment refund. If you desire assistance with this process, you must contact us at (866)505-2265. Other than as described above, you may not stop or edit a bill payment.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **SECTION 18. BANK-TO-BANK TRANSFERS**

Bank-to-Bank Transfers (“B2B”) is designed to allow you to transfer electronic credits and debits between your linked Eligible Accounts at Evergreen Bank Group and certain eligible deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Evergreen Bank Group. An outbound transfer moves funds from an account at Evergreen Bank Group to an account at a financial institution outside of Evergreen Bank Group. Within NetTeller Online Banking, you will need to separately enroll each of your non-Evergreen Bank Group accounts for which you wish to create transfers. Enrollment of non-Evergreen Bank Group accounts is not available in Mobile Banking. There is no cost to create B2B transfers. This service is subject to the Bank-to-Bank Transfer Terms & Conditions acknowledged during enrollment within NetTeller Online Banking.

#### **SECTION 19. PEER-TO-PEER TRANSFERS**

Peer-to-Peer Transfers (“P2P”) is designed to allow you to transfer electronic credits to another consumer (receiver, family, friends or peers) account, whether or not the receiver has an account with Evergreen Bank Group. P2P is not available to the Bank’s business customers. Electronic credits cannot be transmitted from a consumer to another business account. Creating new P2P receivers of electronic funds is not available within Mobile Banking, and must be completed in NetTeller Online Banking. There is no cost to create P2P transfers. This service is subject to the P2P Transfer Terms & Conditions acknowledged during enrollment within NetTeller Online Banking.

#### **SECTION 20. REMOTE DEPOSIT ANYWHERE**

Remote Deposit Anywhere (“RDA” or “Service”) is designed to allow you to make deposits to your checking, savings, or money market accounts from home or other remote locations by scanning checks using your compatible flatbed scanner, or smart phone and iPhone™ or Android™ application software to deliver the images and associated deposit information. Wireless connectivity and usage rates may apply. Contact your wireless service provider for more details.

**Eligible Items:** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Illinois as amended from time to time. You agree that you will not use the Services to scan and deposit any of the following types of checks or other items:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.

- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Bank account.

**Image Quality:** The image of an item transmitted to the Bank using RDA must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**Endorsements:** You agree to restrictively endorse any item transmitted through RDA with an authentic version of the endorsement on file with the Bank, or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of RDA as the Bank may establish from time to time.

**Receipt of Items:** The Bank reserves the right to reject any item transmitted through the Service, at the Bank's discretion. The Bank is not responsible for items the Bank does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. In the event the Bank does not receive an item as described herein or if the Bank rejects an item as described herein, the bank will not be responsible for resulting damages, and you may be liable for any fees that may be assessed as a result.

**Availability of Funds:** The Bank shall grant provisional credit to the Account for Electronic Items in accordance with daily cutoff time frames. You authorize us to place a hold on funds in the Account if we have concerns about or doubt the validity or collectability of a check. The items deposited will be treated the same under the Bank's Funds Availability disclosure provided to you during the new account opening process.

**Fees (Consumer Customers):** There are no monthly or recurring costs to use RDA. However, there is a \$1.00 fee for every deposited item over the monthly limit of 20.

**Fees (Business Customers):** Your account will billed \$10 on a monthly basis to use RDA, which includes access to deposit into one (1) business deposit account and 20 check items deposited a month. There is an additional \$5.00 fee for access to deposit into additional business deposit accounts and \$1.00 for every deposited item over the monthly limit of 20.

**Limits:** The Bank reserves the right to establish daily, rolling, and monthly limits (known as Velocity Limits) applicable to items submitted to the Bank using the Service; limits may be increased or decreased from time to time by the Bank without prior notice.

**Storage and Destruction:** You warrant that you will retain each original check in a secure environment which ensures confidentiality and integrity of check information until the check has been successfully deposited into your account. A successful deposit means that you can view it in your mobile or online transaction history. Once the deposit is posted to your account, you are responsible for preventing future negotiability of original checks by assuring that they have been destroyed properly by paper shredder, incinerator or other appropriate means.

**Hardware and Software:** In order to use RDA, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

**Errors:** You agree to notify the Bank of any suspected errors regarding items deposited through RDA right away, and in no event later than 60 days after the applicable Bank account statement is sent where the item appears. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion (subject to the Truth in Savings Agreement and the Electronic Funds Transfer Agreement governing your account and provided to you during account opening).

**RDA User Warranties and Indemnification:** You warrant to the Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to the Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

## **SECTION 21. YOUR RIGHTS AND LIABILITIES**

Your rights and liabilities regarding losses that occur because your NetTeller ID or Password is used without your permission, or with respect to errors, are outlined in our ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES. To expedite notice to us rather than using the number and address specified in the Disclosures, and to have your questions answered directly, contact us by one of the following methods:



- Call Evergreen Bank Group at (888) 505-2265;
- Write to us at Evergreen Bank Group, 1515 W. 22<sup>nd</sup> Street Suite, 100W, Oak Brook, IL 60523, or;
- Send e-mail to us via the Internet at [webhelp@EvergreenBankGroup.com](mailto:webhelp@EvergreenBankGroup.com), or;
- Send us a secure message by clicking the “Contact Us” link located in NetTeller.

## **SECTION 22. TERMINATION**

You may terminate your use of NetTeller at any time by one of the following methods:

- Call Evergreen Bank Group at (888) 505-2265;
- Write to us at Evergreen Bank Group, 1515 W. 22<sup>nd</sup> Street, Suite 100W, Oak Brook, IL 60523, or;
- Send an e-mail to us via the Internet at [webhelp@EvergreenBankGroup.com](mailto:webhelp@EvergreenBankGroup.com), or;
- Send us a secure message by clicking the “Contact Us” link located in NetTeller.

You must notify us at least ten (10) Business Days prior to the date on which you wish to have your enrollment in NetTeller terminated. We may require that your request be in writing. We may terminate at any time your access to NetTeller, in whole or in part, for any reason without prior notice. Your access to NetTeller will be terminated automatically if all your Accounts accessed through NetTeller are closed, or after eighteen (18) consecutive months of inactivity. Termination will not affect your liability or obligations for transfers we have processed on your behalf.

## **SECTION 23. LIABILITY OF BANK; LIMITATIONS OF LIABILITY**

EVERGREEN BANK GROUP MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING, BILL PAYMENT, AND/OR REMOTE DEPOSIT ANYWHERE SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. FURTHERMORE, EVERGREEN BANK GROUP MAKES NO REPRESENTATIONS OR WARRANTIES: (1) WITH REGARD TO THIRD PARTY SERVICE PROVIDERS’ PRODUCTS OR SERVICES, (2) THAT ITS SERVICES WILL BE UNINTERRUPTED, OR (3) THAT THE SERVICE WILL OPERATE WITHOUT ERROR. ACCORDINGLY, EVERGREEN BANK GROUP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, WHETHER DIRECT OR INDIRECT, COSTS, CHARGES OR EXPENSES INCURRED BY YOU DUE TO A DELAY IN OR THE INABILITY TO PROVIDE SERVICES. YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS OR OUR DIRECTORS, OFFICERS OR EMPLOYEES WILL BE HELD LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, VIRUS, MALWARE, LOSS OF DATA OR OTHER SIMILAR LOSS. IN NO EVENT WILL EVERGREEN BANK GROUP BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.