

# Electronic Funds Transfer Agreement and Disclosures

Effective date October 1, 2017 | *Shaded text indicates the most recent revisions*

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. This Agreement and Disclosure is made in compliance with federal law regulating Electronic Funds Transfer (EFT) services. Electronic Funds Transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning Electronic Funds Transfers. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us”, and “our” mean the Financial Institution. You should keep this notice for future reference

## **ATM TRANSFERS - TYPES OF TRANSFERS AND DOLLAR LIMITATIONS**

You may access your account(s) by ATM using your ATM Card and personal identification number (PIN) or Debit Card and PIN to:

- Make deposits to checking or savings account(s)
- Get cash withdrawals from checking or savings account(s)
- You may withdraw no more than \$500.00 per day
- Transfer funds from savings to checking or checking to savings account(s)
- You may transfer no more than \$500.00 per day
- Get information about the account balance of your checking or savings account(s)

Some of these services may not be available at all terminals.

## **TYPES OF DEBIT CARD POINT OF SALE TRANSACTIONS**

You may access your checking account(s) to purchase goods (in person, by phone or over the internet), pay for services (in person, by phone or over the internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

## **DEBIT CARD TRANSACTIONS - DOLLAR LIMITATIONS**

You may not exceed \$2,000 in transactions per day that includes an ATM limit of \$500 and a Point of Sale limit of \$1,500.

If you use your ATM Card/Debit Card at service stations or other point of sale terminals, those transactions will be posted against your primary checking account as designated.

## **PREAUTHORIZED CREDITS AND PAYMENTS**

### **ELECTRONIC CHECK CONVERSION - TYPES OF TRANSFERS**

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. You may authorize a third party to initiate Electronic Funds Transfers between your account and the third party's account. These transfers to make or receive a payment may be

a one-time occurrence or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your checks as well as your deposit or withdrawal slips. You should only provide your bank information (whether over the phone, the Internet, or via some other method) to trusted third parties who you have authorized to initiate these Electronic Funds Transfers. Examples of these transfers include, but are not limited to:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an Electronic Funds Transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an Electronic Funds Transfer
- You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

### **ELECTRONIC CHECK CONVERSION - ADDITIONAL NOTIFICATION**

- When you provide a check as payment, you authorize us either to use information from your check to make a one-time Electronic Funds Transfer from your account or to process the payment as a check transaction.
- You authorize us to collect an NSF Returned Items Charge of \$35.00 if your payment is returned unpaid.
- You authorize us to collect an NSF Paid Items Charge of \$35.00 if we decide to pay the item and it overdraws your account.
- When we use information from your check to make an Electronic Funds Transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from the financial institution.

### **GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transaction Limitations - Federal Law requires that an Account Holder make no more than six (6) transfers or withdrawals during any statement cycle from a Savings or Money Market Account. The kind of withdrawals covered are those made by means of preauthorized transfers and withdrawals made by check, draft, debit card, or similar order payable to third parties. Each transfer in excess of these limitations will be subject to an Excess Withdrawal Fee. Violation of this limit on more than an occasional basis may result in the account being closed.

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### TELEPHONE TRANSFERS

You may access your account(s) by telephone using Blackhawk Bank's Bank by Phone at 888.769.2600 using your account number(s), and your Bank by Phone Personal Identification Number (PIN) to:

- Get checking or savings account(s) information
- Make payments from your checking or savings account(s) to your loan accounts with us
- Transfer funds from savings and checking to checking and savings account(s)

### ONLINE AND MOBILE BANKING TRANSFERS

You may access your account(s) at [www.blackhawkbank.com](http://www.blackhawkbank.com), or with a Blackhawk Bank app and an approved mobile device, with your NetTeller ID and Online Banking Password to:

- View account information, current balance, and account history
- Download account information and statements
- Pay bills from your checking account(s)
- Receive e-statements, disclosures, and notices
- Make payments from a Blackhawk Bank checking or savings account to your Blackhawk Bank loan
- Make transfers from your Blackhawk Bank equity line of credit loan to your Blackhawk Bank checking account
- Make transfers from your Blackhawk Bank checking or savings account to your other Blackhawk Bank checking or savings account
- Make external transfers via Blackhawk Bank's Bank to Bank service from your Blackhawk Bank checking or savings account to your checking or savings account at another financial institution (limit 4 transfers in or out per day)
- Pay a Person from your Blackhawk Bank checking account to a person's checking account at their financial institution

### FEES

- We will charge a \$2.00 foreign ATM fee for each foreign ATM Card transaction in excess of four (4) each statement cycle. (A foreign ATM would be any ATM that does not have our Bank logo on the machine.)
- We will not charge you for transactions at any ATMs that have our Bank logo on the machine
- We will charge you \$10.00 to replace a lost ATM/Debit Card
- We do not charge for direct deposits to any type of account
- A fee may be imposed by a terminal /network operator if you initiate a transfer from a terminal that is not operated by us. You will be notified of any such fee when you use the terminal.
- A fee may be imposed by an ATM operator not holding your account, or by any national, regional, or local network used to complete the transaction
- If you have a money market account an excess withdrawal fee of \$5.00 for each transfer or withdrawal in excess of six per month may be assessed (violations of this limit on more than an occasional basis will result in the account being transferred to a transaction-type account)
- If you have a savings account an excess withdrawal fee of \$2.00 for each transfer or withdrawal in excess of six per

month may be assessed (violations of this limit on more than an occasional basis will result in the account being transferred to a transaction-type account)

- The fee to initiate a Directo-a-Mexico international transfer is \$10.00

### Online Banking and Mobile Bill Pay Fees:

We do not charge for regularly scheduled payments.

### Rush Payment Delivery Options:

- Rush: \$19.95 (Overnight Delivery of Check Payment)
- Next Day Payment: \$14.95 (2nd Day Delivery of Check Payment)
- Electronic Rush Delivery Payment: \$4.95

### Other Payment Options:

- Gift Check: \$2.99
- Charitable Donation: \$1.99

### CUT-OFF TIMES

- Any internal account transfers made via Internet Banking after 7:00 PM Monday through Friday will be posted on the next business day
- Any Bank to Bank transfer made after 3:00 PM Monday through Friday will be processed on the next business day
- Any Pay a Person transfer made after 3:00 PM Monday through Friday will be processed on the next business day.
- Electronic Bill Payments are verified for funds availability during processing. If the funds are not available with the 2:00 PM processing, the bill will not be paid and we will not try again.

## DOCUMENTATION

### TERMINAL TRANSFERS

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

### 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 800.209.2616 or at any of the telephone numbers of any of our locations listed in this disclosure to find out whether or not the deposit has been made.

### PERIODIC STATEMENTS

You will get a monthly account statement from us for your checking or 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.

### PREAUTHORIZED PAYMENTS, 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 our Client Services Department at 608.364.8924 (toll free at 866.771.8924), P.O. Box 719, Beloit, WI 53512 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

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14 days after you call. We will charge you \$35.00 for each stop-payment order you give and it will be in force for either one payment or for all future payments based on your request. You may release your stop payments at any time by contacting Client Services at the numbers/address above.

### **NOTICE OF VARYING AMOUNTS**

If these regular payments vary in amount, the person you are going to pay will tell you, at least 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 OF 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.

### **FINANCIAL INSTITUTION'S 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:

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

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission

### **UNAUTHORIZED TRANSFERS - CONSUMER LIABILITY**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an Electronic Funds Transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card and/or PIN and your card and/or PIN is used without your permission. If you do give us notice of a lost or stolen card and/or PIN, you will be liable for the lesser of (1) \$50.00 or (2) the amount of any money,

property or services obtained by its unauthorized use prior to the time you gave us notice. In addition, 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 Limits on Liability for your MasterCard Debit Card.**

You will not be liable for any unauthorized transactions using your MasterCard Debit Card if you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware, promptly reported the loss or theft to us (i.e. within 2 business days after learning of the loss or theft of your debit card). "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. MasterCard is a registered trademark of MasterCard International Incorporated.

### **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your card and/or PIN 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 in this disclosure.

### **PERSONAL IDENTIFICATION NUMBER (PIN) & PASSWORD**

The ATM Card PIN, Debit Card PIN, MasterCard SecureCode PIN, Bank by Phone PIN, Online and Mobile Banking ID and Password issued to you is for your security purposes. The PINs/Passwords are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s) and PASSWORD(s). You agree not to disclose or otherwise make your PIN(s) and PASSWORD(s) available to anyone not authorized to sign on your account(s).

### **STATEMENTS/NOTICES**

All notices from us will be effective when we have mailed them or delivered them to your last known address (physical or email) on our records. Notices from you will be effective when received by us at the address specified in the Agreement. You agree to notify us promptly if you change your physical or email address. You may elect to receive your statements electronically. An electronic statement is called an eStatement. If you have chosen to receive an eStatement you are electing to receive your statements and other selected notices by email. Any legal notices that normally accompany your mailed statement will be delivered to you electronically. You may cancel eStatements and notices at any time, if you do withdraw your consent, we will send all future statements/notices to you in paper form to the address on file at no additional charge. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

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### **MASTERCARD AUTOMATIC BILLING UPDATER SERVICE**

Effective October 1, 2017, Blackhawk Bank will be participating in the MasterCard Automatic Billing Updater service. MasterCard Automatic Billing Updater helps to insure that the automated payments you set up with merchants will continue without interruption when there are changes to your Blackhawk Bank debit card, such as expiration date changes, or when your card is replaced because it was lost or stolen. Merchants enrolled for this service will automatically receive updates regarding your debit card information so they can modify their records. Maintaining the accuracy of your debit card information prevents disruptions and potential late fees due to account changes. To accomplish this, Blackhawk Bank will submit an electronic file to MasterCard within two business days of changes to your debit card information. MasterCard takes this data, compares it to debit card data files they receive from enrolled merchants and when there is a match, will forward your debit card information to those merchants so they can update their billing systems. To opt out of the MasterCard Automatic Billing Updater service, contact Blackhawk Bank's Client Services Department, during normal business hours, at 866-771-8924, or in writing to Blackhawk Bank, Attn: Deposit Operations, 400 Broad St, Beloit WI 53511.

### **ENFORCEMENT**

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

### **TERMINATION OF ATM CARD SERVICES, DEBIT CARD SERVICES, BANK BY PHONE SERVICES, AND ONLINE AND MOBILE BANKING SERVICES**

You agree that we may terminate this Agreement and your use of the ATM Card, Debit Card, Bank by Phone, and Online and Mobile Banking services if:

- You or any authorized user of your ATM Card PIN, Debit Card PIN, Bank by Phone PIN, Online and Mobile Banking ID and Password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM Card, Debit Card, Bank by Phone, or Online and Mobile Banking;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **OTHER PROVISIONS**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required

balance, or otherwise require us to increase our required reserve on the account.

### **ERROR RESOLUTION NOTICE - Consumer Accounts Only**

In case of errors or questions about your Electronic Funds Transfers, call or write us at the telephone number or address listed in this disclosure 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.

- Tell us your name and account number
- 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
- 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 tell you the results of our investigation within 10 business days 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 point-of-sale transaction, foreign-initiated transfer, or a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (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.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM/Debit card to anyone.
- Remember: do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/Debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information

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regarding your ATM/Debit card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM/Debit card or if it is stolen, promptly notify us.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious, or if any other problem

arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient to you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

### Full Service Banking Centers:

400 Broad Street  
Beloit, WI 53511  
608.364.8911

2200 Cranston Road  
Beloit, WI 53511  
608.364.8900

2525 Milton Avenue  
Janesville, WI 53545  
608.314.0084

5506 Clayton Circle  
Roscoe, IL 61073  
815.623.3323

2475 North Perryville Road  
Rockford, IL 61107  
815.636.4371

3101 11th Street  
Rockford, IL 61109  
815.986.7174

2141 North State Street  
Belvidere, IL 61008  
815.544.0777

9609 Forest Hills Road  
Machesney Park, IL 61115  
815.639.0777

### Business Banking Center:

2205 Point Boulevard  
Suite 205  
Elgin, IL 60123  
224.236.7700

Business Days: Monday - Friday Excluding Federal Holidays

*We value the relationship we share.  
Thank you for banking at*

  
*The advice you need for the life you want.*

**608.364.8911 | 800.209.2616**

**www.blackhawkbank.com**

**Bank by Phone: 888.769.2600**

MEMBER FDIC  EQUAL HOUSING LENDER

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