



ELECTRONIC FUNDS TRANSFER DISCLOSURE

The purpose of this Disclosure Statement is to make you aware of your rights and responsibilities when using our Electronic Funds Transfer Services.

Consumer Liability.

In Case of Errors or Questions About Your Electronic Transfers

Tell us **AT ONCE** if you believe your SBC Advantage Debit Card (Card) or SBC Internet Banking User ID Password (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. If you tell us within 2 business days after you learn of the loss or theft of your Card or Code, you can lose no more than \$50 if someone used your Card or Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Code, and we can prove we could have stopped someone from using your Card or Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

How To Contact Us in event of unauthorized transfer.

If you believe that your Code or Card has been lost or stolen or if you believe a transfer has been made using the information from your check or that someone has transferred or may transfer money from your account without your permission, call:

(708) 485-3100

During regular business hours

Or write:

State Bank of Countryside

6734 Joliet Road

Countryside, IL 60525

Attention: Personal Banking

Business Days

Our business days are Monday through Friday. Holidays are not included.

Services Offered

If you specifically authorize us to electronically accept deposits or honor withdrawals, we will provide such services.

Deposits. You can arrange to have certain recurring payments automatically deposited to your account. Examples of this service include the direct deposit of Social Security payments, other government payments and the direct deposit of your wages or salary.

Withdrawals. You can arrange to have certain recurring withdrawals automatically paid from your account. One example of this is the payment of life insurance premiums. Savings and Money Market accounts are limited to six (6) preauthorized withdrawals per monthly cycle. You may make unlimited transfers from your checking account to your savings account.

State Bank of Countryside

The Family Owned Bank for Families and their Businesses

Member FDIC

6734 Joliet Road Countryside, IL 60525 (708) 485-3100	6053 West 79 th Street Burbank, IL 60459 (708) 599-9860	7380 S Route 83 Darien, IL 60561 (630) 655-3113	16250 S LaGrange Road Orland Park, IL 60467 (708) 873-1485	3323 N Clark Street Chicago, IL 60657 (773) 755-2500	15980 S Parker Road Homer Glen, IL 60491 (708)301-5800
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Types of Automatic Transfers

- You may withdraw cash from your checking or savings account.
- You may have deposits made to your checking or savings accounts.
- You may have payments made from your checking or savings accounts.
- You may transfer funds between your checking and savings accounts, whenever you request.
- You may pay for purchases at places that have agreed to accept the card.
- Pay bills directly by phone from your checking or savings account in the amounts and on the days you request.

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

Limitations on frequency of transfers.

- You may transfer up to \$10,000 each time you perform a transfer through SBC Internet Banking.

(For rules pertaining to Point of Sale and/or Automated Teller Machine transactions, please see the separate SBC Debit Card Agreement. For rules pertaining to SBC Internet Banking and SBC Billpay transactions, please refer to the State Bank of Countryside User Terms and Agreement for SBC Internet Banking and SBC Billpay).

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.
- Pay bills.

Under certain circumstances your check information can be converted to electronic information by merchants, banks or others. Electronic information may be used to debit your account electronically. Merchants may use check information such as routing, account and serial numbers to make an electronic presentment against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing.

In other circumstances, checks you wrote returned for insufficient funds or uncollected funds and represented for payment electronically by the payee's bank are not covered under Regulation E. Electronic **representments** will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check.

Also, we shall have no liability to you for duplicate payments if a paper check and an electronic **representation** are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

Charge for Transfers

- Fees to transfer funds.* There are no fees to transfer between accounts using SBC Internet Banking.
- Minimum balance charge.* We will only charge you for using the Overdraft Protection Plan if the minimum balance in your checking account falls below zero. If it does, we will charge you \$5.00 for each transfer.
- ATM fees:* The Bank allows free of any service charges an unlimited number of transactions for our customer at any STAR®ATM machine owned by State Bank of Countryside.
- ATM fees at ATMs not owned by State Bank of Countryside:* You will be charged by State Bank of Countryside for excess transactions at terminal machines not owned by State Bank of Countryside. The fee is \$2.00 per transaction for each transaction (a) over 8 per monthly cycle for checking accounts, or (b) over 24 per quarterly cycle for savings accounts customers. You may be charged a fee by the ATM operator when you initiate a transaction or make a balance inquiry even if you do not complete a fund transfer and by any network used to complete the transfer.

Documentation of Transfers

- 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 or a point of sale terminal.
- 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 to find out whether or not the deposit has been made.
- Periodic statements.* You will get a monthly account statement (unless you have a Savings Account that has had no transfer activity. In that case, you will get the statement at least quarterly).
- Passbook account where the only possible electronic fund transfers are preauthorized credits.* 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.

Stop Payments and Notice of Varying Amounts

- (a) *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's how:
Call us at 708-485-3100 or write us at State Bank of Countryside, Attn: Deposit Operations, 6734 Joliet Road, Countryside, IL 60525, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, or initiate a stop payment by personal computer (PC), we may also require you to put your request in writing and get it to us within 14 days after you call or initiate the stop payment by PC. We will charge you our normal fee for each stop-payment order you give according to our current fee schedule.
- (b) *Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. If you wish to verify a preauthorized transfer, you may call us.

Liability for Failure to Stop Payment

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

Account Information Disclosure

We will not, in the ordinary course of business, disclose information to third parties regarding your Account or transactions. Exceptions to this are as follows:

- 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 (we will send notification to your address on our records unless the government agency has an obligation to notify you); **-or-**
- If you give us your written permission.
- If any of your accounts become delinquent or overdrawn, information may be released to attorneys, accountants, collection bureaus, credit bureaus, financial institutions and others involved in collection, adjustment, settlement or reporting accounts.

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 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.

Change in Terms

We may change the terms of this agreement governing electronic fund transfers by giving you written notice of the change at least 21 days prior to the effective date of the change. However, if the change is made for security purposes, we can make a change without giving you prior notice.

Error – Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers

Telephone or write us immediately, at the phone number or address shown elsewhere in this disclosure, 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.

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error including to the extent possible the type, date, and amount of error, or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we 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 for Point of Sale and foreign-related transactions) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days 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 the account is a new account (defined as an account which has been opened 30 calendar days or less with no previous existing account relationships) then the provisional credit will be made within 20 business days after your claim. The Bank may take up to 90 calendar days to complete its 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 recredit your account.

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