



## Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure ("Agreement") states the terms and conditions that you agree to by using our Online Banking services. This Agreement supplements any Centrue Bank Deposit Account Agreement and Disclosures and any other agreement between you and Centrue Bank.

This Online Banking Agreement ("Agreement") relates to accessing your Centrue Bank ("Bank") accounts via online and explains the terms and conditions governing Centrue Bank's Online Banking. . By using Online Banking ("Services") through Centrue Bank Online- you agree to abide by the terms and conditions of this Agreement. This will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable law or regulation, by the laws of the State of Illinois. The customer in this agreement is referred to as "you" or "your" and refers to each signer on an account. The terms "we," "us," and "our," refer to any Centrue Bank facility.

In addition to this Agreement, you agree to be bound by and will comply with the requirements in the Account Agreement, the Truth in Savings Disclosure, the Schedule of Fees and Charges, the Funds Availability Policy, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations. If there is a conflict between this Agreement and any initial disclosures you received when you opened your account(s), this agreement will override.

**Please read this entire Agreement prior to using Centrue Bank's Online Banking service. By using Online Banking, you acknowledge your receipt and understanding of this Agreement and agree to all terms and conditions contained in this Agreement. We may amend these terms and conditions and modify or cancel the Online Banking services we offer without notice, except as may be required by law.**

### **General**

Online Banking can be used to access your checking, savings, money market, CD's, IRA's, overdraft protection, and loans.

### **User Name and Password**

Initially, you will be assigned an Online Banking User Name and a password that will give you access to your accounts. You will access Online Banking through a secure file server and you must use secure, updated browser software. You will be required to change your temporary password the first time you log in. In Online Banking this can be done by clicking "My Setting" in the top right of the online banking screen. It is recommended that you change your password quarterly to increase security and never reveal your password or user. These codes are designed to protect the privacy of your banking information. The Bank is entitled to act on instructions received under the user name. You are responsible for keeping your user name and password confidential.

### **Exclusion of Warranties and Limitation of Liability**

Access to Services is provided on an "as is, as is available" basis. Bank makes no warranties of any kind whether express or implied, for the Service it is providing. Bank also disclaims any warranty or merchantability, fitness or non-infringement for any particular purpose. You expressly agree that use of the system and transmission of information through the system is at your sole risk. Neither Bank nor its employees or agents warrant that service will be uninterrupted or error free. Neither Bank nor anyone else involved with the creation, distribution, production or delivery of services available on the system shall be liable for any direct, indirect, incidental, special or consequential damages you suffer; this includes loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability resulting from delays, non-deliveries, misdeliveries, or service interruptions. You agree to indemnify and hold harmless the Bank, its directors, officers, employees and agents from any claims resulting from your use of the service which causes damage to you or another party. In no event shall Bank liability to you exceed the fees paid by you to the Bank for the use of the system, regardless of the nature of the claim. Use of any information obtained through the system is at your own risk. Bank specifically denies any responsibility for the accuracy or quality of information obtained through its system, except as provided below with respect to bank's services.

### **Hours of Accessibility and Account Descriptions**

You can access your Online Banking Account seven days a week, 24 hours a day. However, at certain times, Online Banking may not be available due to system maintenance.

### **Additional Terms and Conditions**

You can obtain balance and transaction history on all eligible Centru Bank loan accounts. You can obtain balance and 45 days of transaction history on all eligible deposit accounts. Any accounts for which you are only an authorized signer, but have no ownership rights, will not be eligible. Funds are available according to the Funds Availability Policy you received when you opened your deposit account. The number of transfers from a savings or Money Market account is limited as described in the Deposit Account Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer funds until the hold expires or is deleted by the bank. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

### **Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Online Banking Agreement. When changes are made to any fees, charges, or other material terms we will notify you by either sending a notice to you at the address shown on our records, or by sending you an electronic mail message (E mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for on-line transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also

reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

### **Creating and Managing Users**

You may add additional users to your Online Banking profile. Each user will initially be assigned an Online Banking User Name and a password that will give the user access to your accounts. The user will be required to change the temporary password the first time the user logs in. You agree that by granting Transactional Access to an account, you will be allowing a user to transfer funds, make payments, perform account maintenance, and view account balances and activity on the account, subject to the selected account or general service settings granted by you. You are responsible for, and we will have no liability to you, for any unauthorized payments, transfers, or other transactions performed on any account linked to this service that are made by a designated user that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

### **Stop Payment Requests**

You can order us to stop payment on any single check that you write from your Centru Bank checking account through Online Banking. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. You cannot stop payment on a check if we have accepted, certified, made final payment on or otherwise become accountable for the check, except to the extent required by law. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. Your stop payment request on any single check will remain in effect for six (6) months. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. You cannot cancel pre-authorized electronic payments using the stop pay feature through Online Banking. Please call Customer Service at 800-452-6045 or visit your local branch to request a stop payment on a pre-authorized electronic payment.

### **Other Agreements**

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank is a member, and applicable state and federal laws and regulations. We agree to be bound by them also.

## Bill Payment Agreement and Disclosure

You must be 18 years or older to enroll in Bill Pay. By accepting the terms and conditions you acknowledge that you are at least 18 years old.

I authorize Centru Bank to post payment transactions generated by the Centru Bank Bill Payment service. If at any time I decide to discontinue service, I will provide written notification to Centru Bank. My use of Centru Bank Bill Payment service signifies that I have read and accepted all the terms and conditions of the Centru Bank Bill Payment service.

Centru Bank is not liable for the failure to perform or any loss arising out of an event or condition beyond its reasonable control, such as, but not limited to, communications breakdown or interruption, acts of God, labor disputes, or interruption of service by a payment network. Centru Bank is not liable for punitive, exemplary, consequential, indirect, remote or special damages. I understand that I am responsible for any loss or penalty that I may incur due to a lack of sufficient funds or other conditions that may prevent the withdraw of funds from my account.

I also understand that if my Centru Bank Bill Payment log-in is inactive for a period of 60 days, I will be charged a monthly inactive fee of \$7.50. Inactive is defined as no activity such as paying a bill within the prior 60 day period.

We reserve the right to review account activity and take the appropriate action based on that review which could include the termination of Centru Bank's Bill Pay Services and/or Online Banking.

### **SERVICE DEFINITIONS**

"Service" means the Bill Payment Service offered by Centru Bank. "Agreement" means these Terms and Conditions of the Bill Payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **BILL PAYMENT SCHEDULING**

Transactions may begin processing as soon as one (1) Business Days prior to your Scheduled Payment Date or may take up to four (4) Business Days depending on the payment method (ACH or Check) When inputting a payment, bill pay will automatically default to the earliest payment date. Therefore, the application will not permit you to select a Scheduled Payment Date less than one (1) Business Days from the current date. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee 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 Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. Please see the "Stop Payment Requests" section above for information regarding submitting stop payment requests. To submit a stop payment request on scheduled payments in Bill Pay that have already begun processing, please contact Customer Service at 800-452-6045 or contact your local branch. These stop payment requests may not be processed through online banking.

### **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log-in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-452-6045 during customer service hours.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:



- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-800-452-6045 during customer service hours;
2. Write us at:

Bank name: Centru Bank  
Address: 201 E. Main, Streator, IL 61364

Business days: Monday through Friday, excluding federal holidays  
Fax: 815-673-4430

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

#### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **GOVERNING LAW**

This Centru Bank Bill Pay Services Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.**

## **Mobile Banking Agreement and Disclosure**

This Mobile Banking Agreement and Disclosure ("Agreement") states the terms and conditions that you agree to by using our Mobile Banking services (defined below). This Agreement supplements any Centru Bank Deposit Account Agreement and Disclosures, Internet Banking Agreement and Disclosures and any other agreement between you and Centru Bank.

**Please read this entire Agreement prior to using Centru Bank's Mobile Banking service. By using Mobile Banking, you acknowledge your receipt and understanding of this Agreement and agree to all terms and conditions contained in this Agreement. We may amend these terms and conditions and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.**

### **Definitions**

"Account" means your eligible Bank checking, savings, and loan accounts that can be accessed through Mobile Banking.

“Device” means a supportable mobile device including a cellular phone or other mobile device with web browsing/internet capabilities that allows secure SSL traffic which is also capable of receiving and sending text messages.

“Mobile Banking” means our service that allows you to access your Bank Accounts and perform transactions via your Device.

“SMS” means Short Message Service, more commonly referred to as text messaging.

“We”, “us”, “our”, and “Bank” means Centru Bank.

“You” and “Your” means any person subscribing to the Mobile Banking service.

### **Available Mobile Banking Services**

With Mobile Banking you can instantly access your Checking, Savings, and Loan accounts, and;

1. Check your Account balances
2. Review last forty-five (45) transactions
3. Transfer funds between Accounts
4. Pay Bills
5. Text (SMS) Message Banking
6. Mobile Check Deposit – refer to separate Terms and Conditions for Centru Bank Mobile Check Deposit.

### **Using Mobile Banking:**

You agree to provide us with true, accurate, current and complete information during the Mobile Banking enrollment/registration process.

Your log-on user name and password will be the same as Centru Bank’s Online Banking.

### **Limits on Mobile Banking Transactions**

Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the Bank Deposit Account Agreement and Policies that was received by you when you opened your Bank Account.

### **Limitations on Frequency of Transfers**

Transfers from a money market deposit account to another account or to third parties by preauthorized, automatic, Mobile Banking, online banking or telephone transfers are limited to six per calendar month.

Preauthorized transfers from a savings deposit account, through an automated clearing house (ACH) or otherwise, telephone transfers, Mobile Banking, and wire transfers are limited to six per calendar month.

### **Hours of Accessibility**

In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, the Bank does not guarantee that Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the Mobile Banking service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal holidays. A transfer initiated before 5:00 p.m. CST on a business day is posted to your Account the same day. A transfer received after 5:00 p.m. CST on a business day or on a non-business day, as defined above, will be posted on the next business day.

#### **Termination of Account Access**

We reserve the right to terminate Mobile Banking, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a cancellation notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers. We also reserve the right to temporarily suspend Mobile Banking in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Login ID or Mobile Banking PIN as an indication of an attempted security breach. Termination of Mobile Banking does not affect your obligations under this Agreement with respect to occurrences before termination.

#### **Your Cancellation**

You may cancel your participation in Mobile Banking by deleting the App from your mobile device.

#### **Equipment and Software**

The Bank does not guarantee that your Device service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your Device. The Bank is not responsible for any errors or problems related to your Device, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside third party.

Devices with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the Device they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your Device or could result in information being intercepted by a third party. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the Device, nor will the Bank be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's Device at any point or from any source.

We are not responsible for errors or delays or your inability to access Mobile Banking caused by your Device. We are not responsible for the cost of upgrading your Device to stay current with Mobile Banking nor are we responsible, under any circumstances, for any damage to your Device or the data resident thereon.

#### **Electronic Mail (email)**

You may choose to communicate with the Bank using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to the Bank via email. The Bank is not responsible for any error or problems of any kind involving your email. At no time will any Bank employee ask for confidential information over email.

### **New Services**

The Bank may periodically introduce new Mobile Banking services. By using the new services when they become available, you agree that any added Mobile Banking services and features will be governed by this Agreement and, if applicable, by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service.

### **Periodic Statements**

You will receive an Account statement monthly if there is a transfer subject to the Electronic Fund Transfer Act in a particular month and, if not, at least quarterly.

### **Fees**

The Bank does not charge any fees for the use of Mobile Banking; however, all other fees associated with your Accounts apply. Standard text messaging rates and other taxes and additional fees from your Device service provider may apply when using Mobile Banking. Check with your specific Device service provider for more information on fees.

Please note that you may experience a disruption of service for Mobile Banking if you change your phone number. To maintain your Mobile Banking service and functionality, please contact the bank should your mobile number change.

### **Text (SMS) Message Banking**

Text (SMS) Message Banking requires an initial registration process in Online Banking. Your use of the Text (SMS) Message Banking service constitutes your agreement to the terms and conditions within this Agreement. You agree that your usage of our Text (SMS) Message Banking is conditioned on you providing us with a valid mobile phone number and indicates your agreement to our sending you text messages through your wireless provider.

Text (SMS) Message Banking enables you to access your account(s) through an SMS text enabled Device. We will send text (SMS) messages to you based upon the instructions you provide at the time of the SMS request that you send. It is your responsibility to determine if your wireless carrier provider supports text messaging and your Device is capable of receiving text messages.

Once you activate your Device for this service, you are responsible for keeping any personal information in your Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel your SMS service if you or your wireless carrier provider is cancelled;
- Log in to Online Banking and cancel your SMS service if your Device is lost or stolen;
- Contact us if your Device is lost or stolen;

- Login to Online Banking and cancel or edit your SMS service if there are changes to your wireless carrier provider or Device number (cell phone number);

You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factors affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message. You agree to the terms of the indemnification clause below, as specified in this Online Banking Agreement. You further agree not to hold us liable for any losses, damages or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message;
- Inaccurate or incomplete content in any message; or
- Your reliance on or use of the information provided in any SMS service message for any purpose.

We provide this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the Account to which it pertains and does not replace your monthly account statements, which are the official records of your Account.

There is no separate service fee for this service but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your accounts and fees associated with text messaging imposed by your wireless service provider. Standard message charges may apply. Message frequency depends on user preference. We reserve the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by Law.

#### **Indemnification**

You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (2) your violation of any law or the rights of a third party; or (3) your use, or use by a third party, of Mobile Banking.

#### **Contacting Centruie Bank**

To notify Centruie Bank, call our toll free number at 1-800-452-6045, or contact your local branch, during regular business hours. You can also write us at the following address: 200 E Main St., Streator, IL 61364.

### **ELECTRONIC FUND TRANSFERS DISCLOSURE YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. This Electronic Funds Transfer Disclosure applies only to consumer customers and it is expressly agreed

that this Disclosure is not intended to afford any rights to business customers enrolled in the online banking system.

### **Electronic Fund Transfers Initiated By Third Parties**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can be found on your check. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings.
- **Electronic check conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded financial institution and account information. The merchant or service provider will then use this information to convert the transaction in an electronic fund transfer.
- **Electronic returned check charge.** You may authorize a merchant or service provider to electronically collect a charge in the event a check is returned for insufficient funds.

### **Telephone Banking Transactions (types of transactions)**

You may access your account by telephone using your account number(s), personal identification number (PIN) and touch tone phone to transfer funds from checking to checking; transfer funds from checking to savings; transfer funds from checking to line of credit; transfer funds from savings to checking; transfer funds from savings to savings; transfer funds from savings to line of credit; make payments from checking or savings to loans with us; get balance information about checking, savings, line of credit or Overdraft Protection; get transaction history about checking or savings

You may access your account for telephone transactions at the following number(s) and during the following hours: (888)728-6466 (24 hours a day)

### **ATM Card Transactions (types of transactions)**

You may access your account(s) by ATM by using your ATM Card and your personal identification number (PIN) to withdraw cash from savings or checking; transfer funds from savings to savings; transfer funds from checking to savings; transfer funds from checking to checking; get balance information about savings or checking

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



**Debit Card ATM Transactions (types of transactions)**

You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) (as applicable) to withdraw cash from checking or savings; transfer funds from checking to checking; transfer funds from checking to savings; transfer funds from savings to savings; transfer funds from savings to checking; get balance information about checking or savings

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

**Debit Card Point-of-Sale Transactions (types of transactions)**

You may access your checking and savings account(s) by debit card to do transactions that participating merchants will accept, including · purchase goods in person, by phone, or online; pay for services in person, by phone, or online; get cash from a participating merchant or financial institution

**Foreign Currency Conversion and Cross-Border Transactions (Currency Conversion)**

If you effect a transaction with your Debit Card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge or credit into U.S. dollar amount in accordance with their operating regulations or procedures in affect at the time of the transaction. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a 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 cardholder statement posting date. The currency conversion fee is currently 0.2% and the cross border transaction fee is 0.8%, subject to change without notice.

**Transactions Performed in Foreign Countries**

You understand that you must notify the bank prior to using your debit or ATM card in a foreign country to avoid denied transactions. For security purposes, all transactions performed outside of the United States (credit and PIN-based) are subject to additional fraud detection and may be blocked. You will be asked to provide such information as travel dates, countries visited, etc. in addition to standard account verification procedures.

**Online Banking and Mobile Banking**

You agree to abide by the terms as outlined in the Online Banking Agreement and Disclosure. Types of transfers - You may access your accounts online at [www.centru.com](http://www.centru.com) or using a mobile device and using your user name and password to:

- transfer funds from checking to checking; transfer funds from checking to savings; transfer funds from savings to checking; transfer funds from savings to savings; transfer funds from checking to line of credit; transfer funds from savings to line of credit; make payments from checking to any loan with Centru Bank; make payments from savings to any loan with Centru Bank;
- get balance information about checking, savings, certificate of deposit, line of credit or loan balances; get withdrawal history about checking, savings, certificate of deposit or line of credit;

get deposit history about checking, savings or certificate of deposit; get transaction history about checking, savings, certificate of deposit, line of credit or loans

### **Bill Pay**

You agree to abide by the terms as outlined in the Online Banking Agreement and Disclosure. Types of transfers -

- You may access this service on-line at [www.centruel.com](http://www.centruel.com) or through your mobile device and using your user name and password.
- You may access this service to make payments from your checking account(s) to anyone. (Some payments made by paper check will not be subject to this Electronic Fund Transfer disclosure. See your service agreement for details.)

**Limits and fees** - Please refer to our account related fees for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network 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).

### **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 or point-of-sale terminals.

**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:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (800-452-6045 or log into Centruel Bank's Online Banking 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 account(s). You will get a monthly account statement from us for your savings account(s), 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 us at the telephone number or address listed in this disclosure in time for us to receive your request three 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 14 days after you call.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 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 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.

### **Financial Institution's Liability**

**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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) 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:

- (1) where it is necessary for completing transfers; 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) as described in our privacy policy disclosure, provided separately.

### **Unauthorized Transfers**

**(a) Consumer liability.**

(1) Generally, tell us AT ONCE if you believe your card and/or 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 you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/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 period.

(2) Additional Limits on Liability for MasterCard(R) debit card, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. '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. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number which are not processed by MASTERCARD.

**(b) Contact in event of unauthorized transfer.** If you believe 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.

#### **Error Resolution Notice**

In case of errors or questions about your electronic 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.

(1) Tell us your name and account number (if any).

(2) 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.

(3) 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 determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) 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 new account, a point-of-sale transaction, or a foreign-initiated transfer) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

We will tell you the results within three 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.

If you have inquiries regarding your account, please contact us at:

Centrue Bank  
201 East Main Street  
Streator, IL 61364  
PHONE: (800)452-6045

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday  
Holidays are not included.

#### **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.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

2. 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.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. 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.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. 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.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. 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.
12. 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.
13. At a drive-up facility, make sure all the car 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.
14. We want the ATM and night deposit facility to be safe and convenient for 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 the local law enforcement officials immediately.

### **Other Terms**

ATM/DEBIT CARDHOLDERS MAY WITHDRAW UP TO \$500.00 FROM AN AUTOMATIC TELLER MACHINE AND \$2,500.00 IN MERCHANT PURCHASES AT PARTICIPATING MERCHANTS PER CALENDAR DAY.

**MINIMUM AGE REQUIREMENT FOR DEBIT CARD:** Individual account holders **must** be at least 16 years of age.

**BANK RULES AND REGULATIONS APPLICABLE**

All transactions initiated by the use of the card shall be subject to all rules and regulations of the bank and to all agreements between the bank and the cardholder which relate to the particular transaction initiated. The cardholder agrees that no attempt shall be made to initiate any transactions which would violate any such rules and regulations or agreements. All transactions effected through the use of the card are subject to verification of the bank. Cardholder agrees that the records of the bank (whether generated by the ATM's or otherwise) reflecting transactions initiated through the use of the card (including the cash dispensed) shall be assumed correct, unless notification is issued by the bank or the cardholder elects to exercise his rights under the error resolution notice.

**Time of transaction:** all transactions made through the use of our ATM's are subject to the time necessary to process them and any transactions made after regular banking hours or on a holiday may not be completed or posted until the next regular banking day.

Termination: either the bank or the cardholder may terminate this agreement and revoke or return the card at any time as to transactions occurring after such termination but no such termination shall affect any liability of the cardholder or the bank with respect to transactions previously initiated through the use of the card. Upon any termination, the card shall be promptly returned to the bank.

Amendments of changes to this agreement: the bank expressly reserves to amend this agreement in any respect or to change any of the terms or conditions hereof, at any time or times, upon such notice to the cardholder as may be required by law.

Governing law: this agreement shall be construed in accordance with and governed by the laws of the State of Illinois, except to the extent preempted by applicable Federal Law.

Your Centru Bank ATM/Debit card and PIN are and shall remain the property of the bank and must be returned promptly to the bank upon termination of this agreement or at the bank's request or demand.

Cardholder is responsible for all withdrawals and transfers made or obtained through the use of any card issued pursuant to this agreement in accordance with the terms and conditions hereof and such further terms and conditions as may be established by the bank from time to time governing the use of this card.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**Centru Bank's Right to Terminate this Agreement**

The Bank reserves the right to terminate this Online Banking Agreement and Disclosure and your access to Centru Bank Online Banking and Bill Payment through Centru Bank Online, in whole or in part, at any time.

Assignment--Centru Bank may assign this Online Banking Agreement and Disclosure in its entirety to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. Centru Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement and Disclosure to independent contractors or other third parties.

The first time you access Centru Bank's Online Banking confirms your agreement to be bound by all of the terms and conditions of this Online Banking Agreement and Disclosure and acknowledges your receipt and understanding of this disclosure.

SIGNATURE: \_\_\_\_\_  
Customer

DATE: \_\_\_\_\_