



## **Bank@Home Disclosure**

The purpose of this Disclosure Statement is to provide information, describe responsibilities, and to inform you of certain rights that you have under the Electronic Funds Transfer Act.

Please Note: In this statement the words “you” and “your” refer to the person who uses or is authorized to use Bank@Home services. The words “we”, “our” and “us” refer to Citizens Bank of the Midwest.

Bank@Home service – You may access our Bank@Home service and Bill Pay using the personal Login Codes that we issue you to conduct the following transactions:

Transfer Funds between:

- Checking
- Money Market
- Savings

Make payments to:

- Christmas Club
- Loans

Obtain the available and current balance(s) and transaction history of:

- Certificate of Deposit
- Checking
- Christmas Club
- Loans
- Money Market
- Savings

Account Management

Bank Services – Bank@Home and Bill Pay services are considered to be available 24 hours each day, 7 days a week. There will be short periods when it is unavailable due to back office processing or maintenance.

We process transactions and update information on business days. Our online transfer business days are Monday through Friday. With Bank@Home being available before bank open, during bank hours, and after bank close, Transfers and Bill Pay activity effective date will depend on timing related to back office processing and maintenance.



General guidance on Transfer and Bill Pay approximate “effective” timing...

- Transfers –
  - Completed between midnight and 7:30 PM will be on that business day.
  - Completed from 8:30 PM – 11:59 PM will be effective the next day.
- Bill Payment activity –
  - Completed between 2:00 AM – 11:59 AM will be worked that business day or the next closest business day if during a weekend or holiday.
  - Completed noon – 1:59 AM will be worked on that business day or the next closest business day if during a weekend or holiday.

Bill Pay Services – You have the ability to pay bills through our Bill Pay service. It is required that you have at least one checking account with us. New account/service information will be issued 5-7 business days from the time we receive your signed application.

You can instruct us to perform the following transactions:

- Initiate and authorize payment from any Demand Deposit to payees which you have authorized in advance to receive payments.
- Request copies of paid checks.
- Edit or delete pending payments you previously created in Online Banking Bill Pay.

The minimum amount a payment may be sent for is \$0.01. The maximum amount a payment may be sent for is \$9,999.99. Some payments to payees will be electronic while most will be paper checks printed, mailed, and delivered to the Payee for you through the US Postal service. To provide processing time and postal delivery time Payments must be scheduled to send at least 7-10 days in advance of the payee’s requested due date.

- If there are insufficient funds in the account on the payment date, the payment will not be sent. We will continue to attempt to send the payment and if sufficient funds are available, the payment will be made.
  - If you decide to pay the payment outside of Bill Pay, the bill payment should be deleted as soon as possible.
- We reserve the right to dishonor payment requests that reasonably appear to us to be fraudulent, incomplete, erroneous, or if you do not follow instructions for Bill Pay.
- In addition, we will not be able to execute Bill Pay requests if the payee cannot or will not accept such payment.
- You are responsible for any loss or penalty that may occur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Identification Number and Password – Access to Bank@Home may be made by personal computer. Access requires the use of a unique PIN/Password. Your use of Bank@Home with your PIN/Password and additional authentication will be deemed by us to be valid and authentic. You agree that any communications to us under your credentials will be given the same legal





Your Liability – You agree to the terms of this Bank@Home Disclosure.

- You are liable for all transactions that you authorize.
  - If you suspect someone may have your Bank@Home account number and PIN/Password, immediately change the password. If you write the new password on paper, make certain it is put away so others do not see it.

Account Restrictions – Your name must appear in the legal title to make transfers between accounts or to initiate bill payments. You may not transfer between accounts with legal or signature restrictions. Account(s) may be viewed if you are an authorized signer on the account(s).

Limits on Bank@Home Transaction – All transactions performed through our Online Service will be considered a Preauthorized Electronic Funds Transfer.

Our Liability for Failure to Complete Payments or Transfers – If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- The account has been closed or is not in good standing.
- Your equipment or ours was not working properly and the breakdown should have been apparent to you as you attempted to conduct the transaction.
- You have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- You do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- You do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
- The funds in the account from which a payment or transfer is to be made is subject to legal process or other claims that restrict the transactions.
- Circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
- There are insufficient funds in your account to complete the transaction.
- We have reason to believe that the transaction requested is unauthorized.
- The failure was caused by an act of God, fire, or other catastrophe, or by an electrical or computer failure, or by other causes beyond our control.

We shall only be liable for actual proven damages if the failure to make the transaction resulted from a valid error despite our procedures to avoid such error.

Change of Terms – We reserve the right to amend or terminate the services offered from time to time and we will notify you a minimum of 30 days prior to any changes by written notice to the last known address.



We reserve the right to change our fee schedule. From time to time we review our Fee Schedule. Bill Payment may not remain free. If it changes, you will receive a 30 day notification and may continue using the service or cancel the service. If a Bill Payment fee is put in-place we will charge your account, in accordance with the fee schedule that will be provided to you, prior to assessment. All Bill Pay fees will be assessed to your Primary Checking Account.

Waiver of Agreement – Any waiver of any term of this Agreement by us on occasion will not prevent us from asserting our rights to these terms in the future.

Termination –

- You may terminate the Agreement and your Bank@Home service and Bill Pay service at any time upon giving written notice of the termination to us. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until we have had a reasonable opportunity to act upon the termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your account. If we terminate your use of your subscribed Online Service, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized.
- Termination of Bill Pay service or Bank@Home may occur automatically if the bank recognizes activity that is fraudulent or considered illegal.
- Termination of Bill Pay service or Bank@Home may occur automatically if the bank recognizes no activity for 12 months or more during our annual account use review.

Disclosure of Account Information – We will disclose information about your account or the transaction you make to third parties:

- Where it is necessary to complete transaction.
- To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau.
- In accordance with your written permission.
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examination and escheat reports.
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Our Policy and Pricing Guide and Terms and Conditions on Deposit Accounts are available at any of our banking offices upon request.