

General Terms & Conditions

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Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Illinois, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the state of Illinois.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by The Bank of Herrin of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Contact. You may contact The Bank of Herrin by E-mail link to E-mail or by phone

mymoney@bankofherrin.com 618-942-6666

Customer Specific General Terms and Conditions

General Description of Mobile Banking Service Agreement

What Does This Agreement Cover

This Agreement between you and the The Bank of Herrin governs the use of Mobile Banking services. These services permit The Bank of Herrin customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone, including some credit card accounts and investment accounts with our affiliates. Unless indicated otherwise by the context, "linked Bank of Herrin" or "linked accounts" refers to all of your accounts with The Bank of Herrin or its affiliates that you have linked to Mobile Banking solution.

Accepting the Agreement

When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements

Your use of Mobile Banking services may also be affected by the agreements between us for your linked Bank of Herrin accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

Mobile Banking Services

Mobile Banking for Consumers and Businesses

You may use Mobile Banking to:

- View current balance information for your linked Bank of Herrin accounts.
- Review available transactions for your linked accounts.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as 'about us' and contact information.
- Perform basic services such as changing your Mobile ID and Mobile passcode, personalizing the mobile smart application, and changing the language within the smart application.
- Send us secure mobile mail messages and questions regarding your Mobile Banking service.
- Transfer funds between your linked internal Bank of Herrin accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Pay bills and external payees as defined by the capabilities of the mobile bill pay services.

Some of the above services may not be available for certain accounts or customers.

Description of Mobile Banking Services

Internal Account Transfers

- Processing of Transfer Requests

- Transfers can be made in 2 ways, on a 1-time basis or recurring. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks.
 - One-time immediate transfers can be made from a linked Bank of Herrin checking, savings, money market, or line of credit to most linked Bank of Herrin accounts.
 - Scheduled and recurring transfers can be made from a linked Bank of Herrin checking, savings, or money market to a linked checking or savings account.
- Transfers from a deposit account are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.

Scheduled and Recurring Transfers

- Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
- Transfers to Credit Accounts
 - Funds transferred as a payment to a line of credit, installment loan, or mortgage account before 3:00 p.m. CT will be credited with the date the payment is submitted. Transfer payments submitted after 3:00 p.m. CT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
 - Transfers to Deposit Accounts
 - For customers having opened their deposit account in any state, funds transferred to that account prior to 3:00 p.m. CT on a business day will appear with the same day's date in the deposit account transaction history.
 - Transfers to a Bank of Herrin checking account made after 3:00 p.m. as described above on a business day but before 11:59 p.m. as shown in the table below will be included in the balance, we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.
 - Please note, transfers to any deposit account on a Saturday, Sunday, or bank holiday, will appear with our next business day's date in the deposit account transaction history.
 - All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using MOBILE Banking are subject to the following limitations:

- Bill payments can be for any amount between \$1.00 and \$99,999.99.
- One-time immediate transfers between linked Bank of Herrin accounts can be for any amount between \$0.01 and \$999,999.99.
- Transfers submitted to the accounts of other Bank of Herrin customers may not total more than \$1,000 during any 24-hour period or \$2,500 during any 7-day period. In addition, we may limit the total amount of money that any Bank of Herrin customer can receive through these transfers.
- Scheduled and recurring transfers between linked Bank of Herrin accounts can be for any amount between \$0.01 and \$99,999.99.

- All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
- At the Bank of Herrin's discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize The Bank of Herrin to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- The Bank of Herrin is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

- Bill Payments
 - In order to cancel a payment (including a payment you scheduled from an account maintained at another financial institution), you must sign into The Bank of Herrin electronic Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of mobile Banking.
 - Future-dated payments can be canceled prior to 5 p.m. ET on the third bank business day prior to the scheduled delivery date.
- Transfers
 - You cannot cancel a 1-time immediate transfer after it has been submitted in mobile Banking and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to midnight CT on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: **618-942-6666**.

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. 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. If you call or write to cancel a payment or transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Other Terms and Conditions

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the mobile Banking service.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access mobile Banking you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through mobile Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$15.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Service Hours

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to mobile Banking. Our Call Centers are available from 8:00 a.m. to 4:00 p.m. CT Monday through Thursday and 8:00 am to 6:00 pm CT Fridays, excluding bank holidays. You may also write us at:

***The Bank of Herrin
PO Box B
Herrin, IL 62948***

Business Days

For Mobile Banking services, our business days are Monday through Friday, excluding bank holidays.

Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Bank of Herrin. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through mobile Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Canceling Your Online Banking

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. The Bank of Herrin will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled. If you cancel your Online Banking services, Transfers Outside the Bank of Herrin will also be canceled.

Joint Accounts

When your mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your mobile Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your mobile Banking remain in effect until they are terminated by you or The Bank of Herrin. You may cancel your service at any time by notifying us of your intent to cancel in writing, through mobile Banking secure mail, or by calling mobile Banking customer service at 618-942-6666. This cancellation applies to your mobile Banking services and does not terminate your Bank of Herrin deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Use of External Email Address

With mobile Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the mobile Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use mobile Banking secure mail to send instructions to the Bank of Herrin. If, for any reason your external email address changes or becomes disabled, please contact the Bank of Herrin immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Customer Service tab within your mobile Banking service.

Transfers From Money Market Deposit Accounts

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, no more than three of the six (6) transfers may be made by debit card purchase, check or similar order. If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through the mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

Contact by The Bank of Herrin or Affiliated Parties

No Bank of Herrin employee, nor any company affiliated with The Bank of Herrin mobile will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Reporting Unauthorized Transactions

For accounts:

If you are calling from outside of the continental U.S., call us at:
618-942-6666

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

Account Statements

We report your mobile Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Limitation of Liability for Mobile Banking Transactions

Tell us at once if you believe your mobile Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile Banking services could cause you to lose all of your money in your accounts.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your mobile Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every mobile Banking session.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction 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. For instance, we will not be liable:

- If, through no fault of ours, you do not have enough available funds in your account to cover the transaction or transfer
- If mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned.



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