

## Heartland B@nk Online Bill Pay Disclosure

I AUTHORIZE Heartland Bank and Trust to post payment transactions generated by me using the Bill Pay service to the payee indicated on the form being sent electronically. Payees will receive payments in the form of checks or electronic payments according to my instructions for amount and date to process. My Bill Pay Checking account will be debited accordingly. If at any time I decide to discontinue service, I will provide written notification to Heartland Bank and Trust.

I UNDERSTAND that the fee will be waived for processing an unlimited number of bill payments per month and a \$19.95 fee will be charged for each Expedited Check Payment processed through Bill Pay and delivered by Federal Express.

I UNDERSTAND that Heartland Bank and Trust is not liable for any service fees or late charges levied against me by the payees I have selected to receive payments through the Bill Pay service.

I UNDERSTAND that I am responsible for any monetary loss or penalty that I may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

I UNDERSTAND Expedited Payment is a feature I may use to have a check payment delivered to my Payee on the next business day. Payments submitted by me on a non-business day or submitted after the weekday cut off time of 6:00 p.m. Central Time will be sent the following Federal Reserve business day for the next business day delivery. I am responsible for furnishing the correct delivery address and follow up with Federal Express as necessary, using the tracking number given during the payment set up.

I UNDERSTAND the funds must be available in my Bill Pay checking account at the time the Expedited Payment is processed. The payment amount and the \$19.95 Expedited Payment delivery charge will be deducted with processing. If funds are not available for the payment and the Expedited Payment delivery charge, the payment will not be processed. Expedited Payments with incomplete or inaccurate information will be rejected and not processed.

# Electronic Funds Transfer Agreement and Disclosures

*Revised December 2009*

**Heartland Bank and Trust Company  
PO Box 67  
401 N. Hershey Road  
Bloomington, IL 61702-0067**

**This disclosure contains information about terms and fees for some of the accounts we offer.**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution.

## **ONLINE BANKING**

**Brief Description:** Internet access to account information and bill payment.

### **Types of Online Banking Services and Transactions**

#### Inquiry and Transfer Service:

You may view account information and transfer funds between accounts at No Charge!

#### Bill Pay Service (optional):

If you elect to have the Bill Pay option, you may use online banking to make bill payments. Funds for electronic bill payments will be debited from your specified account on the day scheduled for transmission to the receiver. If funds are not available, the payment will not be processed. Each time Bill Payments are processed, the payment will be attempted and if funds are available the payment will process. If funds are not available, the payment will continue to fail until the payment instructions are deleted or edited.

All payments by check require sufficient time for the receiver to process the payment and post the payment to your account. We recommend that you contact your individual payee(s) for restrictions that may apply. We are not liable for any service fees or late charges levied against you by payees you select to receive payments through the Bill Pay service. The checks are written from your Bill Pay account and will be debited when the checks clear your account.

Bill Payments are processed at approximately 2 a.m. and 12:00 p.m. Monday through Friday. Bills requested after the cut off time will be processed at the next processing time.

You may not make payments to federal, state, or local tax agencies or payments of alimony, child support, or other governmental fees or court-directed payments using Bill Pay.

You agree to promptly notify us at the address(s) set forth in the section entitled "In Case of

Errors or Questions about Your Electronic Transfers" if you receive notice from a payee that a payment you made using Bill Pay has not been completed or remains unpaid. We will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special, or consequential damages) to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating such damages.

You are responsible for any monetary loss or penalty (e.g., non-sufficient funds fee) that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account to pay a bill payment that you have requested.

You agree to notify us in writing if you decide to discontinue the Bill Pay service.

### **Expedited Payment:**

You may send a check by Federal Express to avoid late fees, penalties or interruption of service or to have delivery confirmation of payment. The payment amount and the \$19.95 Expedited Payment fee will be deducted from your Bill Pay checking account during processing. The check will be delivered next business day by Federal Express.

The Payee address must be a deliverable Federal Express address in order to process successfully. Expedited Payment with incomplete or inaccurate information will be rejected and not processed.

The funds must be available in your Bill Pay checking account at the time the Expedited Payment is processed. The Payment and the \$19.95 Expedited Payment delivery charge will be deducted with processing. If funds are not available for the payment and the Expedited Delivery charge, the payment will not be processed.

Payments submitted by you on a non-Federal Reserve business day, weekend, holiday, or submitted by you after the weekday cut off time of 6:00 p.m. Central Time will be sent the following Federal Reserve business day for the next business day delivery.

Heartland Bank is not liable for any service fee or late charges levied by the Payee relative to any Expedited Payment processed.

### **Limitations on Frequency and Amount:**

- There are no limits on the number of inquiries, transfers, or bill payments you may make per day, other than any limitations set forth as a condition of the type of account.
- There are no limits on the dollar amount of transfers or bill payments per day, providing funds are available. However, transfers to make loan payments must be greater than or equal to the amount of your regular payment. Online banking transfers to make loan payments will not replace or affect any automatic loan payments you have established.

### **Fees and Charges:**

- Inquiry and Transfer Service -- You may view account information and transfer funds between accounts at No Charge!
- Bill Pay PLUS Inquiry and Transfer Service - We are offering inquiry and transfer service PLUS Bill Pay at No Charge to process an unlimited number of bill payments per month!
- A \$19.95 fee will be charged for each Expedited Payment requested.

### **Inactive Online Banking and Bill Pay Accounts:**

- Accounts remaining inactive for a 90 day period will be deactivated.

## **ACH AUTO DEPOSIT/WITHDRAWAL**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit account:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.
- Accept direct deposits from your employer or other financial institutions to your checking or savings account.
- Accept preauthorized withdrawals from your checking or savings account.

### **Fees and Charges:**

- We do not charge for any preauthorized EFTs.
- We will charge \$30.00 for each stop-payment order for preauthorized transfers.

## **VISA CHECK CARD**

**Brief Description:** Enhanced ATM Card that can replace a check or cash wherever VISA is accepted worldwide.

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at point of sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATMs):

- Withdraw cash from your checking account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Obtain a mini-statement of your last five (5) account transactions.

### **Limitations on Amount:**

- You may withdraw up to a maximum of \$505.00 (if there are sufficient funds in your account) per day
- You may purchase up to a maximum of \$2000.00 worth of goods and services per day, exclusive of ATM withdrawals.
- For security purposes, there are other limits on the amount of transactions you may make.

### **Fees and Charges:**

- No fee when used as a check card. ATM Fee applies when used with a PIN.
- Lost Card Replacement Fee \$7.50.
- There is no charge for ATM withdrawals at machines owned by us.

- When you use an ATM not owned by Heartland Bank and Trust Company, The ATM owner or the network may charge you a fee. Also, you may be charged a fee for a balance inquiry, even if you do not complete a funds transfer.
- There is a charge of \$.50 for each mini-statement request.

## **HEARTLAND TELEBANK**

**Brief Description:** Telephone Account Access Service 1-800-749-8581

**Types of Audio Response Services:** You may access your deposit and loan accounts by using a separate personal identification number (PIN) assigned to you in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts and to your loan accounts for payments.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit and loan accounts.
- Verify the last date and amount of your deposit.
- Determine if a particular check has cleared your account.
- Review most recent transactions of both deposit and loan accounts.

### **Limitations on Frequency and Amount:**

- There are no limits on the number of inquiries, transfers or withdrawals you may make per day other than those governed by your account agreement.

### **Fees and Charges for Audio Response Transactions:**

- We do not charge for any audio response Transactions.

### **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 Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt) In all cases, these third party transfers 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, but are not limited to:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts.**

## UNAUTHORIZED TRANSFERS

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, online banking *password*, or audio response PIN has been lost or stolen or if you believe that transactions have been made without your authorization. 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 tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Visa Debit Card.** Additional Limits of Liability for Visa POS debit cards. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association. If you believe that your card or code has been lost or stolen or that someone has transferred money from your account without permission, call or write to us at the telephone number or address set forth below.

The following limitations may be applicable to your accounts, except as provided by law: Liability for Unauthorized VISA Point of Sale Debit Card Transactions. Tell us AT ONCE if you believe your Visa point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your debit card with the Visa logo when it is used as a Visa point of sale debit card will not exceed Zero dollars (\$0.00) liability. We may require you to provide a written statement regarding claims of unauthorized Visa point of sale debit card transactions.

These provisions limiting your liability do not apply to Visa PLUS ATM transactions; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. The same consumer liability limits shall apply to Interlink Transactions. To notify us of lost or stolen cards, or unauthorized transactions, call or write to us at the telephone number or address set forth below.

This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

**Business Days:** For purposes of these electronic funds transfer disclosures; our business days are Monday through Friday. Holidays are not included.

### **Documentation:**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make any transfer to or from your account using one of our ATM's or purchase at a POS terminal. You may not get a receipt if the transaction is \$15.00 or less at point-of-sale.

**Direct Deposits.** If you arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (309) 662-4444 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

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

#### **In Case of Errors or Questions about Your Electronic Transfers.**

##### **Notification**

Telephone us at the telephone number or write us at the address listed below as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Heartland Bank and Trust Company  
401 North Hershey  
Bloomington, IL 61704

Telephone: 309-662-4444  
Toll-free: 888-897-2276

##### **Procedures**

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa transaction or 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 (5 business days if involving a Visa transaction or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

If provisional credit is reversed, we will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers without charge as a result of an overdraft for five business days after the notification. We shall honor items as specified in the notice, but need honor only items that would have been paid if the provisionally credited funds had not been debited.

You may ask for copies of the documents that we used in our investigation.

**Confidentiality.**

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

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Personal Identification Number (PIN)/Password.** The ATM PIN, POS PIN, or audio response PIN issued to you and your online banking password is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your Personal Identification Numbers and Passwords. You agree not to disclose or otherwise make your ATM PIN, POS PIN, audio response PIN, or online banking password available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

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

**Termination of ATM, POS, online banking, and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM card, POS card, online banking, or audio response services, if:

- You or any authorized user of your ATM PIN, POS card or PIN, online banking password or audio response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN, online banking password, or audio response PIN;

- We notify you or any other party to your account that we have cancelled or will cancel this notice. You or any other party to your account can terminate this agreement by notifying us in writing.

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

### **Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$30.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed.
- Count the cash later in the safety of your locked car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making transaction.
- Report all crimes to the operator of the ATM or to law enforcement officials immediately.