

# Online Banking, Bill Pay, and E-Statements

### 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 brochure, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. 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.
- 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) 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 already has an established account with us before this account is opened.

We will tell you the results within 3 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.

The First National Bank in Amboy Electronic Banking Department 220 E. Main St. P.O. Box 80 Amboy, IL 61310

Phone: 815-857-3625

Business Days: Monday through Friday Excluding Federal Holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## **ELECTRONIC FUNDS TRANSFER Your Rights and Responsibilities**

This section applies to payment orders and funds transfer governed by the Electronic Transfer Act. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not 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.

**Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

**Preauthorized payments.** You may make arrangements to pay certain bills from your checking or savings account(s).

**Telephone Transfers** — types of transfers — You may access your account(s) by telephone 24 hours a day at 1-815-857-4300, 1-815-288-2181, or toll free at 1-888-586-8326 by using a touch tone phone and your personal identification number, to:

- · transfer funds from checking to savings
- · transfer funds from savings to checking
- · make payments from checking to loan accounts with us
- · get information about:
  - · the account balance of checking accounts
  - · the account balance of savings accounts
  - · interest paid
  - recent withdrawals or deposits
  - · loan account information
  - · ATM transactions

Online Banking Transfers — types of transfers — You may access your account(s) through the Internet using your personal identification number and account number, to:

- · transfer funds from checking to savings
- · transfer funds from savings to checking
- · make payments from checking to loan accounts with us
- · get information about:
  - · the account balance of checking accounts
  - · the account balance of savings accounts
  - · interest paid
  - · recent withdrawals or deposits
  - · loan account information
  - · ATM transactions

#### **DOCUMENTATION**

#### **Periodic Statements**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case, you will get a statement quarterly.

#### FINANCIAL INSTITUTION RESPONSIBILITY

Liability for failure to make the 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 the terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
- 3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 4) 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 made:

- 1) Where it is necessary to 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) If you give us written permission.

#### **UNAUTHORIZED TRANSFERS**

**Generally.** Tell us AT ONCE if you believe there has been an unauthorized transaction on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days, you can lose no more than \$50 if someone used your code without your permission. (If you believe that someone else has gained unauthorized access to your code through loss or theft, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more that \$50 if someone used your code to conduct a transaction without your permission.) If you do not tell us within 2 business days after you learn of the loss or theft of your code, and we can

If you do not tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your 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, 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 using your code and taking your funds if you had told us in time.

**Contact in event of unauthorized transfer.** If you believe your code has been lost or stolen or that someone has transferred money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

#### **BILL PAYING AGREEMENT**

This is your bill paying agreement with The First National Bank in Amboy. You may use The First National Bank in Amboy's bill paying service, PayTraxx, to direct The First National Bank in Amboy to make payments from your designated checking account to the merchants you choose in accordance with this agreement. The terms and conditions of the Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the internet and bill pay enrollment form or is otherwise authorized to use the service. "Merchant" means anyone, including The First National Bank in Amboy, you designate and The First National Bank in Amboy accepts as payee. "Bank" means The First National Bank in Amboy.

#### The Bill Paying Process

The Bank will process payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Bank, which is currently 1:00 p.m., central standard time. Bill requests received after the business day cut-off, or at any time on a non-business day, will be processed on the next business day. The Bank reserves the right to change the cut-off time by giving you notice if it changes.

## YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank. The Bank can reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and the Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations.

Any bill payment can be changed or canceled, provided you access the service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

#### LIABILITY

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a merchant for a bill payment.. The Bank is not responsible for your acts of omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

#### AMENDMENT AND TERMINATION

The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown, for the account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

The Bank has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Bank. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

#### **ADDITIONAL CHARGES**

The Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

#### **E-STATEMENT SERVICE**

If you choose E-statements you will no longer receive the paper copy in the mail. Your statement will continue to cycle at the normal time of the month you are accustomed to, but it will only be available online when you sign up for Internet Banking. You will not get images of your checks with your statements; however, you will be able to obtain images of your check, both front and back, if you look in your on-line account history. There is no charge for this service.

It is not mandatory that you agree to receive E-Statements. You may continue to receive your statements in the mail if you choose.

- You have the right or option to have information provided in paper or nonelectric form,
- You have the right to withdraw consent to receive information electronically and accept the consequences (such as fees),
- You may consent to only receive certain accounts electronically and certain account on paper,
- In order to withdraw consent to receive information electronically, you must submit your request in writing to any of the bank's four locations.
- In order to update the information needed to contact you electronically, you must submit the information in writing at any of the bank's four locations.
- In order to receive a paper copy of an electronic record from the bank, you must submit that request in writing. A \$5.00 fee will be added to you account.

PLEASE SEE ACCOUNT DISCLOSURES FOR BANK LOCATIONS.

I Accept

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