



# Blackhawk

**BANK & TRUST**

## Personal Deposit Accounts Terms and Conditions

Current as of February 1, 2023



## TERMS AND CONDITIONS OF YOUR ACCOUNTS

Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Nothing in this document is intended to vary our institution's duty to act in good faith and with ordinary care when required by law. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document. If you have any questions, please call us at (309) 787-7567. This agreement is subject to applicable federal laws and the laws of the State of Illinois (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) Summarize some laws that apply to common transactions.
- (2) Establish rules to cover transactions or events which the law does not regulate;
- (3) Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

Throughout this Brochure, the term "we", "our" and "us" means Blackhawk Bank & Trust (the "Bank") and the term "you" or "your" means you, the Customer(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. If the terms of this Brochure conflict with the terms of any agreement or signature card you have with us, the terms of this Brochure will control.

**APPLICABLE LAW** - Your accounts and the provisions herein are governed by the applicable laws and regulations of the United States, and the State where the Bank is located, including but not limited to, the Uniform Commercial Code; and laws regulating transfers at death, and estate and other taxes. All deposits to and withdrawals from any account are subject to such laws as well as the terms and provisions herein and any agreement executed in conjunction herewith.

**DEPOSITS** - Any Customer may make deposits in an account at any time Bank is open for business. We will give only provisional credit until collection is final for any items other than cash we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. Dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. Deposits other than cash shall be given credit according to Bank's existing policies pertaining to funds availability. Bank is authorized to send checks or other items for collection to other banks, or through any channel or agent at its discretion, and such non-cash items and their proceeds may be forwarded to and handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules. Unless otherwise prohibited by law, the Bank can charge back the amount of any item which was initially paid by the payor bank and which is later returned due to an alleged forgery, unauthorized or missing

endorsement, claim of alteration, encoding error or other problem which in the Bank's judgment justifies reversal of credit. The Bank may attempt to collect previously returned items without giving the depositor notice. The Bank will not be liable for loss in transit or for negligence or default of other banks, or agents or sub-agents.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**WITHDRAWALS** - (including but not limited to, checks, ATM withdrawals, debit memos, and ACH or POS withdrawals). Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any items payable to you or your order for deposits to this account or any other transaction with us. Bank reserves the right at any time to require at least seven (7) days written notice before each withdrawal or transfer from a Savings Account, Money Market Deposit Account or NOW Account.

**POSTDATED CHECKS** - A postdated check is one which bears a date later than the date on which the date is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**STALE-DATED CHECKS** - Bank is not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check in the manner Bank has described above.

**ELECTRONIC CHECK CONVERSIONS** - 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: (i) Pay for purchases (ii) Pay bills. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day [you make] [we receive] your payment, [and you will not receive your check back from us].

**FEES** - Your accounts may be subject to fees assessed by Bank from time to time. Except as prohibited by law, Bank may charge Customer any and all costs of collection, including but not limited to, reasonable attorneys' fees paid or incurred by Bank on account of such collection, whether or not suit is filed with respect thereto and as a result of any bankruptcy case being filed by or against Customer. Such charges may be charged directly to Customer's account.

**PRESENTMENT PAYMENT ORDER** – We will pay debits/credits as presented against your account in the following order:

1. Loan Payments/Transfers
2. ATM Charges
3. Point of Sale (POS) charges
4. Automated Clearing House (ACH) charges
5. Internal Debits/Checks

ATM/POS and ACH charges are paid from the smallest to the largest amount. Checks will be paid as presented from smallest to largest amount.

**STOP PAYMENT** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us reasonable opportunity to act on it before our stop-payment cutoff time. We accept stop payment orders through a variety of methods. You can personally visit one of our branches during regular business hours. If you are enrolled in our online banking services (eCHIEF or eCORP), you can log into the online banking service to enter your stop payment order. A signed letter of instruction can be sent via U.S. mail or delivered by overnight shipment to attention Customer Service, Blackhawk Bank & Trust, 301 W. 4th Street, P.O. Box 1100, Milan, IL 61264-1100. You can also call us directly at (309) 787-7567 during regular business hours. Because stop-payment orders are entered and maintained on data processing systems used by us to support your account, to be effective, if Customer requests Bank to stop payment on any item, Bank must be furnished with the item's exact amount, date, number, name of payee plus any other information Bank may request. Failure to provide Bank with the same shall relieve Bank of any liability in the transaction. Customer agrees to reimburse Bank for any expense or losses that might occur therein. Requests must be made within regular business hours, and these requests are subject to the terms on the forms used for such purposes. Oral stop-payment orders (including by phone) are binding for 14 DAYS ONLY, unless the Customer confirms the order with his/her signature (on the proper form) within the 14 day period. Properly signed stop payment orders are effective for 6 months after date accepted and will automatically expire after that period unless renewed in writing.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**RESTRICTIVE LEGENDS** - Bank is not required to honor any restrictive legend on checks Customer writes unless Bank has agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00".

**CHECK PROCESSING** - Bank may process items mechanically by relying on the information encoded along the bottom of the items. Bank does not individually examine all of Customer items to determine if items are properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders. Bank may accept, pay, certify or charge items in any order. Bank may determine the amount of available funds in Customers account for the purpose of deciding whether to return an item or send a notice in lieu of return. Bank need only make one determination, but if Bank chooses to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**SET-OFF** – The Bank may (without prior notice and when permitted by law) set-off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal. If the debt arises from a note, “any due and payable debt” includes the total of which we are entitled to demand payment under the terms of the note at the time we set-off, including any balance for which we properly accelerate under the note.

This right of set-off does not apply to this account if: (a) It is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transactions under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s rights of withdrawal only arises in a representative capacity, or (d) it is prohibited by the Military Lending Act. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set-off.

**RESOLUTIONS** - Corporations, partnerships, proprietorships, associations and other organizations must provide Bank (at Bank’s request) with proper and up-to-date deposit and withdrawal authorizations/resolutions.

**BANK’S LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize Blackhawk Bank & Trust to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and individually liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

**STATEMENTS** – You must examine your statement of account with “reasonable promptness”. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care, and if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Statements will be periodically prepared by Bank and mailed to Customer, or Customer may call and claim the same within a reasonable time. Lost statements become Customer’s responsibility.

**ESTATEMENTS AND ENOTICES** - Customers may choose to receive periodic statements of account electronically through eStatements rather than paper statements of account. Likewise, customers may choose to receive account notices electronically rather than by paper notices. The eStatements and/or eNotices will be made available to customers at the same time a paper statement or eNotice would be available. A notification will be sent to customers e-mail account when statement or notice is available online. Upon beginning eStatements and/or eNotice services, Bank will discontinue sending periodic statements via U.S. mail.

**CHANGES** - Bank may change the terms applicable to your account from time to time. All changes and any notifications required in conjunction therewith shall comply with applicable law.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. Bank may close any account at anytime, at its discretion, by giving Customer written notice made pursuant to applicable law and the terms and conditions applicable to the account, and mailing the balance to Customer. If an account is a joint account, notice by Bank to any one Customer shall be considered to be notice to all Customers. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any item of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code- Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you or originated by you are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**ACCOUNT RECLASSIFICATION** -Your account with us consists of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection or your periodic statement.



**LEGAL ACTIONS AFFECTING YOUR ACCOUNT**- If Blackhawk Bank & Trust is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, at our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorney's fees and/or our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g. an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account numbers(s) with anyone unless you are willing to give them full use of your money. An account number can be used in an act of fraud to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account if you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You should notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.



## **UNAUTHORIZED FUNDS TRANSFERS**

The following disclosure is provided pursuant to the Electronic Funds Transfer Act and Regulation E

### **1. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your MasterCard® Debit or ATM card and/or pin 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 tell us within 2 business days after you learn of the loss or theft of your Debit or ATM card and/or pin, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your Debit or ATM card and/or pin, and we can prove we could have stopped someone from using your Debit or ATM card and/or pin 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, including those made by a Debit or ATM card, pin or other means, tell us at once.

If you do not tell us within 60 days after the statement was mailed to you, money you lost after the 60 days may not be returned 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 hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for MasterCard® Debit Card. You will not be liable for any unauthorized transactions using your MasterCard Debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

### **2. CONTACT US IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your card and/or code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (309) 787-9598 or write: Blackhawk Bank & Trust, P.O. Box 1100, Milan, IL 61264-1100.

### **3. BUSINESS DAYS OF INSTITUTION**

For the purpose of these disclosures, our business days are Monday through Friday, excluding most holidays.

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

We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers; or in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant; or in order to comply with government agency or court orders; or if you give us your written permission.

## 5. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You may:

- (1) Transfer funds between your checking and savings accounts whenever you request.
- (2) Withdraw cash from checking and savings account.
- (3) Make deposits to checking and savings account.
- (4) Pay for purchases at places that have agreed to accept the Blackhawk Bank & Trust MasterCard® Debit Card.
- (5) Pay bills directly from your checking or savings account in the amounts and on the days you request.

\*Some of these services may not be available at all ATM terminals, including those that do not accept deposits.

We are equipped to handle the following preauthorized transfers:

- (1) Accept direct deposits to checking and savings account.

### Limitations:

For security reasons, there are limits on the number and dollar amount of transfers you can make using our ATM Terminals or at point-of-sale (POS) terminals.

## 6. CHARGES FOR TRANSFERS (Please see our complete fee schedule listed within this brochure for additional information.)

Each Customer will receive:

- (1) No additional monthly ATM banking transaction fees including, but not limited to: deposits, withdrawals, funds transfers, or inquiries made within our account terms and conditions at any ATM owned and operated by Blackhawk Bank & Trust.
- (2) Transactions performed at foreign ATMs are subject to additional fees based on account type.

## 7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

For transfers at terminals, you will have the option to receive a receipt at the time the transfer is made. If you have 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 the number in paragraph 11 to find out whether or not the deposit has been made. You will get a monthly account statement on checking accounts or monthly statement on savings accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## 8. RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the number and address in paragraph 11 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 \$29.00 (with information) or \$34.00 (without information) for each stop payment order you give us. 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). 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.

## **9. FINANCIAL INSTITUTION'S 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 circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer would go over the credit limit on your overdraft line.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

There may be other exceptions stated in our agreement with you.

## **10. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER**

Telephone us or write us at the number and address listed in paragraph 11 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 sixty (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 ten (10) business days.

We will tell you the results of our investigation within 10 business days (5 business days for MasterCard® point-of-sale transactions (Electronic/POS) and 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 re-credit your account within 10 business days (5 business days for MasterCard® point-of-sale transactions (Electronic/POS) and 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 re-credit your account. Your account is considered a new account for the first 60 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## **11. CONTACT US:**

Blackhawk Bank & Trust  
Bookkeeping Department  
P.O. Box 1100, Milan, IL 61264-1100  
Phone (309) 787-7567

**BANK HOURS:** (Excluding Federal Holidays)

Lobby hours posted apply to all branches. Drive-up hours posted apply to all branches with drive-up banking. Our Milan Main Bank branch and Milan Bookkeeping office do not have drive-up banking services.

Lobby Hours:

Monday through Thursday 8:00 AM to 4:00 PM

Friday 8:00 AM to 5:30 PM

Saturday 8:00 AM to Noon

Drive-Up Hours

Monday through Thursday 8:00 AM to 5:00 PM

Friday 8:00 AM to 5:30 PM

Saturday 8:00 AM to Noon

## CHECK 21 DISCLOSURE NOTICE

Substitute Checks and Your Rights Important Information About Your Checking Account.

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew money from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

- If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 (ten) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.
- We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number and address listed in paragraph 11. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- (1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- (2) An estimate of the amount of your loss;
- (3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- (4) A copy of the substitute check [and/or] the following information to help us identify the substitute check; (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## **ABILITY TO WITHDRAW FUNDS**

The following disclosure is provided pursuant to the Expedited Funds Availability Act and Regulation CC.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 PM. or make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6:00 PM or on a day we are not open, we will consider that deposit was made on the next business day we are open.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposits will be available on the first business day after the date of the deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the date of the deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you left the premises, we will mail you the notice by the day after we receive your deposit. In addition, funds you deposit by check may be delayed for a longer period under certain circumstances such as:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

They will generally be available no later than the seventh business day after the day of your deposit. We will notify you if we delay your ability to withdraw funds will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you left the premises, we will mail you the notice by the day after we receive your deposit.

### **Special Rules for New Accounts**

If you are a new Customer, the following special rules will apply during the first thirty (30) days your account is open.

- (1) Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- (2) Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashiers, certified, tellers, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.
- (3) Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

### **Deposits at Automated Teller Machines**

Funds from any deposits (cash or checks) made at any automated teller machines (ATMs) we do not own or operate may not be available until the second business day after the day of your deposit. This rule does not apply at ATMs that we own and operate. Please see a Customer Service Representative for a complete listing of our ATMs.

**ACCOUNT TERMS FOR  
NEW ACCOUNTS OPENED AFTER MARCH 18, 2019**

The following disclosure is provided pursuant to the Truth in Savings Act and Regulation DD.  
This disclosure contains information about your accounts.

**ESSENTIAL CHECKING**

*This account is limited to individuals for personal use.*

- Minimum deposit to open the account is \$50.00.
- No monthly service charge.
- Unlimited check writing.
- No minimum balance required to maintain account.
- A per transaction fee of \$1.50 will be assessed for foreign ATM transactions; this account type qualifies for one (1) refunded transaction fee per monthly statement cycle.
- This account contains a monthly paper statement fee of \$5.00 for those not enrolled in eStatements.
- This account contains a \$2.00 additional fee if customer requests check images to be returned with paper statements.
- A monthly inactivity fee of \$5.00 will be assessed after six (6) consecutive months of no transaction activity within the account.
- A monthly dormant account fee of \$10.00 will be assessed after twelve (12) months of no transaction activity within the account.



## CASH REWARDS CHECKING

*This account is limited to individuals for personal use.*

- Minimum deposit to open the account is \$50.00.
- No minimum balance required to earn rewards or maintain account.
- Unlimited check writing.
- Cash rewards will be credited on a monthly basis.
- In order to be qualified to receive cash back rewards, an account must have at least one (1) direct deposit OR automatic payment (ACH) post and settle during the current monthly statement cycle.
- If qualifications are met, account holders are limited to receiving one of the following monthly:
  - \$2.00 cash rewards for posted and settled *debit card* purchases of at least \$300.00 in the current monthly statement cycle OR \$500.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa® *credit card* in the previous calendar month;
  - \$4.00 cash rewards for posted and settled *debit card* purchases of at least \$750.00 in the current monthly statement cycle OR \$1,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month; or
  - \$6.00 cash rewards for posted and settled *debit card* purchases of at least \$1,500.00 in the current monthly statement cycle OR \$2,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month.
- “Debit card purchases” do not include ATM processed transactions.
- “Credit card transactions” do not include ATM processed transactions or cash advances.
- “Automatic payment (ACH)” does not include debit card purchases or transactions processed by merchants as “electronic checks”.
- An additional \$1.50 in cash rewards bonus per month will be earned by customers who maintain a monthly average personal relationship balance of at least \$15,000.00 during the current monthly statement cycle.
- “Personal relationship balance” is comprised of any personal account with Blackhawk Bank & Trust that the primary Cash Rewards Checking account holder is an owner or borrower (excludes Health Savings Account(s)).
- “Personal relationship balance” is calculated one day prior to the end of the monthly statement cycle and includes any combination of average daily balance of personal Checking, Savings, or Money Market accounts and current balance of any Certificate of Deposit, Individual Retirement Account or Loan account.
- An additional cash reward bonus of \$20.00 will be credited within 60 calendar days of the date the customer opens a new personal Loan account. Cash rewards bonus is not eligible for new Credit Cards.
- An additional one-time cash reward bonus of \$20.00 will be credited in the same month that the customer opens a new personal Money Market account during the current monthly statement cycle. There is a \$2,500.00 minimum deposit requirement to open a Money Market account.
- This account contains a monthly service charge of \$5.00 if one (1) of the following two conditions are not met:
  1. Maintain a minimum daily balance of \$300.00 and have at least ten (10) posted and settled debit card purchases within the current monthly statement cycle; OR
  2. Have at least twenty (20) posted and settled debit card purchases within the current monthly statement cycle.
- A per transaction fee of \$1.50 will be assessed for foreign ATM transactions; this account type qualifies for three (3) refunded transaction fees per monthly statement cycle.
- This account contains a monthly paper statement fee of \$5.00 for those not enrolled in eStatements.
- This account contains a \$2.00 additional fee if customer requests check images to be returned with paper statements.
- A monthly inactivity fee of \$5.00 will be assessed after six (6) consecutive months of no transaction activity within the account.
- A monthly dormant account fee of \$10.00 will be assessed after twelve (12) months of no transaction activity within the account.
- Fees may reduce earnings.
- Limited to two (2) Cash Rewards Checking accounts per household.

## INTEREST CHECKING

This account is limited to individuals for personal use. Interest rates are determined at the Bank's discretion and are subject to change at any time. Please refer to the "[Blackhawk Bank & Trust Consumer Rate and Information Sheet](#)" for more information.

- Minimum deposit to open the account is \$50.00.
- No minimum balance required to earn interest or maintain account.
- Unlimited check writing.
- Check images returned with statement at no charge.
- This is a tiered- rate account If one of the following qualifications are met for each monthly statement cycle:

### To meet "Qualification A" you must have:

- At least fifteen (15) posted and settled *debit card* purchases in the current monthly statement cycle OR at least \$1,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month; AND
- At least one (1) direct deposit or automatic payment (ACH) post and settle during the monthly statement cycle.

### To meet "Qualification B" you must have:

- At least fifteen (15) posted and settled *debit card* purchases in the current monthly statement cycle;
- At least \$1,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month; AND
- At least one (1) direct deposit or automatic payment (ACH) post and settle during the monthly statement cycle.
- If qualifications are not met, all balances are still eligible to earn interest.
- "Debit card purchases" do not include ATM processed transactions.
- "Credit Card transactions" do not include ATM processed transactions or cash advances.
- "Automatic payment (ACH)" does not include debit card purchases or transactions processed by merchants as "electronic checks".
- An additional cash reward bonus of \$20.00 will be credited within 60 calendar days of the date the customer opens a new personal Loan account. Cash rewards bonus is not eligible for new Credit Cards.
- An additional one-time cash reward bonus of \$20.00 will be credited in the same month that the customer opens a new personal Money Market account during the current monthly statement cycle. There is a \$2,500.00 minimum deposit requirement to open a Money Market account. One-time cash bonus is not eligible for new Relationship Money Market Accounts.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks)
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily periodic rate applied will be the rate in effect on the last day of the monthly statement cycle.
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- This account contains a monthly service charge of \$10.00 if one of the following two conditions are not met:
  1. Maintain a minimum daily balance of \$1,000.00; or
  2. Have at least fifteen (15) posted and settled debit card purchases in the current statement cycle.
- This account contains a monthly paper statement fee of \$5.00 for those not enrolled in eStatements. Paper statement fee can also be waived by maintaining a "personal relationship balance" of \$50,000.00 or greater with Blackhawk Bank & Trust.
- "Personal relationship balance" is comprised of any personal account with Blackhawk Bank & Trust that the primary Interest Checking account holder is an owner or borrower (excludes Health Savings Account(s)).
- "Personal relationship balance" is calculated one day prior to the end of the monthly statement cycle and includes any combination of average daily balance of personal Checking, Savings, or Money Market accounts and current balance of any Certificate of Deposit, Individual Retirement Account or Loan account.
- A per transaction fee of \$1.50 will be assessed for foreign ATM transactions; this account type qualifies for three (3) refunded transaction fees per monthly statement cycle.
- A monthly inactivity fee of \$5.00 will be assessed after six (6) consecutive months of no transaction activity within the account.
- A monthly dormant account fee of \$10.00 will be assessed after twelve (12) months of no transaction activity within the account.
- Fees may reduce earnings.
- Limited to two (2) interest-bearing checking accounts per household.



## RELATIONSHIP CHECKING

This account is limited to individuals for personal use. Interest rates are determined at the Bank's discretion and are subject to change at any time. Please refer to the "[Blackhawk Bank & Trust Consumer Rate and Information Sheet](#)" for more information.

- Minimum deposit to open the account is \$50.00.
- No minimum balance required to earn interest or maintain account.
- Unlimited check writing
- Check images returned with statement at no charge.
- This is a tiered rate account. Interest rates will differ depending on whether the customer meets qualifications as stated, for each monthly statement cycle:

### To meet "Qualification A" you must have:

- At least fifteen (15) posted and settled *debit card* purchases in the current monthly statement cycle OR \$2,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month; AND at least two (2) of the following additional qualifiers:
  1. At least one (1) direct deposit or automatic payment (ACH) post and settle during the monthly statement cycle;
  2. An average monthly balance of at least \$25,000.00 within a Blackhawk Bank & Trust Money Market or Savings account (excludes Health Savings Account(s));
  3. A current principle balance of at least \$25,000.00 within Blackhawk Bank & Trust Personal Loan accounts;
  4. A current balance of at least \$100,000.00 within Blackhawk Bank & Trust Certificate of Deposit or Individual Retirement Accounts.

### To meet "Qualification B" you must have:

- At least fifteen (15) posted and settled *debit card* purchases in the current monthly statement cycle;
- At least \$2,000.00 in posted and settled transactions on a Blackhawk Bank & Trust Visa *credit card* in the previous calendar month; and at least two (2) of the following additional qualifiers:
  1. At least one (1) direct deposit or automatic payment (ACH) post and settle during the monthly statement cycle;
  2. An average monthly balance of at least \$25,000.00 within a Blackhawk Bank & Trust Money Market or Savings account (excludes Health Savings Account(s));
  3. A current principle balance of at least \$25,000.00 within Blackhawk Bank & Trust Personal Loan accounts;
  4. A current balance of at least \$100,000.00 within Blackhawk Bank & Trust Certificate of Deposit or Individual Retirement Accounts.
- If qualifications are not met, all balances are still eligible to earn interest. Separate tiers will apply.
- "Debit card purchases" do not include ATM processed transaction.
- "Credit Card transactions" do not include ATM processed transactions or cash advances.
- "Automatic payment (ACH)" does not include debit card purchases or transactions processed by merchants as "electronic checks".
- An additional cash reward bonus of \$20.00 will be credited within 60 calendar days of the date the customer opens a new personal Loan account. Cash rewards bonus is not eligible for new Credit Cards.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily periodic rate applied will be the rate in effect on the last day of the monthly statement cycle.
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- This account contains a monthly service charge of \$15.00 if you fail to maintain a "personal relationship balance" of \$50,000.00 or greater with Blackhawk Bank & Trust.
- This account contains a monthly paper statement fee of \$5.00 for those not enrolled in eStatements. Paper statement fee can also be waived by maintaining a "personal relationship balance" of \$50,000.00 or greater with Blackhawk Bank & Trust.
- "Personal relationship balance" is comprised of any personal account with Blackhawk Bank & Trust that the primary Relationship Checking account holder is an owner or borrower (excludes Health Savings Account(s)).
- "Personal relationship balance" is calculated one day prior to the end of the monthly statement cycle and includes any combination of average daily balance of personal Checking, Savings, or Money Market accounts and current balance of any Certificate of Deposit, Individual Retirement Account or Loan account.
- A per transaction fee of \$1.50 will be assessed for foreign ATM transactions; this account type qualifies for three (3) refunded transaction fees per monthly statement cycle.
- A monthly inactivity fee of \$5.00 will be assessed after six (6) consecutive months of no transaction activity within the account.
- A monthly dormant account fee of \$10.00 will be assessed after twelve (12) months of no transaction activity within the account.
- Fees may reduce earnings.
- Limited to two (2) interest-bearing checking accounts per household.

## RELATIONSHIP MONEY MARKET DEPOSIT ACCOUNT (MMDA)

*This account is limited to individuals for personal use who maintain a Relationship Checking account. Interest rates and Annual Percentage Yields are determined at the bank's discretion and are subject to change at any time. Please refer to the ["Blackhawk Bank & Trust Consumer Rate and Information Sheet"](#) for more information.*

- The minimum deposit required to open this account is \$50,000.00.
- No minimum balance required to earn interest.
- This account contains a monthly service charge of \$15.00 if the minimum daily balance for the monthly statement cycle falls below \$50,000.00.
- You may make (3) transfers, withdrawals, checks or a combination of such during the monthly statement cycle; a per transaction fee of \$10.00 will be charged for transactions in excess of (3).
- This is a tiered-rate account. The interest rates will differ depending on whether the customer meets required qualifications for each monthly statement cycle. In order to meet qualifications, you must maintain a positive daily balance within a Relationship Checking Account during the monthly statement cycle.
- If qualifications are not met, all balances are still eligible to earn interest.
- Interest begins to accrue no later than the business day we receive credit for non-cash items (for example, checks).
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily periodic rate applied will be the rate in effect on the last day of the monthly statement cycle.
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- A monthly inactivity fee of \$5.00 will be assessed after six (6) consecutive months of no transaction activity within the account.
- A monthly dormant account fee of \$10.00 will be assessed after twelve (12) months of no transaction activity within the account.
- Fees may reduce earnings.

## MONEY MARKET DEPOSIT ACCOUNT (MMDA)

*This account is available to anyone, including businesses.*

- The minimum deposit required to open this account is \$2,500.00.
- A monthly minimum balance fee of \$5.00 is applied if the minimum daily balance for the monthly statement cycle falls below \$2,500.00.
- Each statement cycle, you may make six (6) transfers, withdrawals, checks or a combination of such before incurring a per transaction fee of \$5.00.
- This is a tiered-rate account. The interest rate and annual percentage yield may change at our discretion.
- Interest begins to accrue no later than the business day we receive credit for non-cash items (for example, checks).
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- A minimum daily balance of \$2,500.00 or greater must be maintained to earn the disclosed annual percentage yield.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- There is no monthly dormant account fee for minimum daily balances of \$2,500.00 or greater; otherwise a \$5.00 monthly dormant account fee will be assessed after 12 months of no activity within the account.

## HSA CHECKING ACCOUNT

- The minimum deposit required to open this account is \$100.00.
- The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- At our discretion, we may change the interest rate on the account.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- There is no limit to the number of monthly deposits or withdrawals on this account, including, checks, debit memos, ACH or POS withdrawals.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

## SAVINGS ACCOUNT

*This account is available to anyone, including businesses.*

- The minimum deposit required to open these accounts is \$100.00.
- Minors (anyone under the age of 18 years) may open a Savings Account with a minimum deposit of \$10.00.
- A monthly minimum balance fee of \$3.00 is applied if the balance falls below \$100.00 any day of the month.
- Minors (under the age of 18 years) are exempt from the minimum balance requirements.
- Each month, you may make (6) preauthorized, automated, telephone transfer, ATM withdrawal, or any in-person withdrawal before incurring a per transaction fee of \$2.00.
- ATM Cards are allowed for this account.
- The interest rate and annual percentage yield may change at our discretion.
- Interest begins to accrue on the business day non-cash items (for example, checks), are deposited.
- Interest will be compounded daily and credited to the account on a quarterly basis, on March 31, June 30, September 30 and December 31.
- The interest accrual method is 365/365 days.
- A minimum daily balance of \$100.00 or greater must be maintained to earn the disclosed annual percentage yield.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- A monthly dormant account fee of \$2.00 will be assessed after 24 months of no transaction activity within the account.
- Fees may reduce earnings.

## CHRISTMAS CLUB ACCOUNT

- The interest rate and annual percentage yield may change at our discretion.
- Interest begins to accrue on the business day non-cash items (for example, checks), are deposited.
- Interest will be compounded daily and credited to the account at the conclusion of the current club term.
- The interest accrual method is 365/365 days.
- Withdrawals from this account cannot be made until the conclusion of the current club term without our approval, and we reserve the right to refuse any request for withdrawal.
- If a withdrawal is approved, the account may be closed and any accrued interest will be forfeited.

## IRA CERTIFICATES OF DEPOSIT - IRA BUILDER CERTIFICATE OF DEPOSIT

- We offer 18, 48 and 60-month IRA Certificates of Deposit, Traditional, Roth & Educational IRAs are available.
- A \$500.00 minimum deposit is required to open a new IRA account (except for the IRA Builder). The Maximum annual IRA contributions are subject to change. Please see Customer Service for details
- Our IRA Builder allows you to make regular weekly, bi-weekly or monthly deposits into your IRA Certificate of deposit. A \$50.00 minimum deposit opens the account with additional \$50.00 incremental deposits allowed in accordance with the maximum annual IRA contribution allowed by federal regulation.
- The interest rate for this account is fixed and will be paid until the maturity date of the certificate.
- Interest will be compounded semi-annually and credited to the account semi-annually.
- Interest begins to accrue on the business day the deposit is made to open the IRA.
- The interest accrual method is 365/365 days for IRAs.
- This account will automatically renew at maturity. There are ten (10) calendar days from the maturity date to withdraw the funds without being charged a penalty by the Bank.
- After the account is opened, deposits or withdrawals cannot be made from the account until the maturity date.
- The annual percentage yield assumes interest will remain on deposit until maturity.
- A withdrawal will reduce earnings.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- If any of the principal is withdrawn before the maturity date, a penalty will be imposed equal to 180 days interest on the certificate balance at withdrawal. If age of 59½ is reached, a withdrawal can be made without penalty or meet certain conditions.



## CERTIFICATES OF DEPOSIT (CD)

- The interest rate for this account is fixed and will be paid until the maturity date of the certificate.
- Interest will be compounded quarterly for the 3 month, 6 month, 1 year, 1½ year, 2 year, 2½ year, 4 year, and 5 year Certificates of Deposit.
- Interest will be credited to this account at the discretion of the customer, dependent upon the term of the CD purchased, either quarterly, semi-annually, annually, or at maturity. (Please see below for a complete explanation of interest payment options.)
- Interest begins to accrue no later than the business day, a deposit is made.
- The interest accrual method is 365/365 days.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- This account will automatically renew at maturity. There is ten (10) calendar days from the maturity date to withdraw the funds without being charged a penalty by the Bank.
- The annual percentage yield assumes interest will remain on deposit until maturity and is based on the Bank's disclosed compounding frequency for the appropriate term certificate.
- After the account is opened, deposits or withdrawals cannot be made from this account until the maturity date.
- A withdrawal will reduce earnings.
- 3 month, 6 month, 1 year, 1½ year, 2 year, 2½ year, 4 year, and 5 year Certificates of Deposit have the following interest payment options: quarterly, semi-annually or annually as an add on to a new or renewed certificate, by check or as a deposit to checking or savings. Interest will be paid at least annually.
- If any of the principal is withdrawn before the maturity date, a penalty as shown below based on the balance at withdrawal, may be imposed:
  - 3 Month Certificate of Deposit: Early Withdrawal Penalty: 90 days interest
  - 6 Month Certificate of Deposit: Early Withdrawal Penalty: 90 days interest
  - 1 Year Certificate of Deposit: Early Withdrawal Penalty: 90 days interest
  - 1½ Year Certificate of Deposit: Early Withdrawal Penalty: 180 days interest
  - 2 Year Certificate of Deposit: Early Withdrawal Penalty: 180 days interest
  - 2½ Year Certificate of Deposit: Early Withdrawal Penalty: 180 days interest
  - 4 Year Certificate of Deposit: Early Withdrawal Penalty: 180 days interest
  - 5 Year Certificate of Deposit: Early Withdrawal Penalty: 180 days interest

## OVERDRAFT SOLUTIONS

### OVERDRAFT LINE OF CREDIT

- The Line of Credit (LOC) is tied to any checking account except HSA Checking Accounts.
- There is a \$10.00 Semi-Annual Fee for this LOC, with a \$5.00 transfer fee to access the attached Line of Credit.
- Funds will be transferred from the LOC to the checking account in increments of \$100.00. Please note: Partial transfers will occur if funds are not sufficient to meet the transfer increment, even if they will not fully cover the overdrawn item(s). The transfer fee stated in this section will be charged for partial transfers under this agreement.
- The minimum monthly automatic payment is \$50.00 to repay the Line of Credit.
- The default Line of Credit limit is \$500.00.

Please consult a Loan Officer for Interest Rate Information regarding this product or to apply.

### AUTOMATIC TRANSFER AUTHORIZATION (ATA)

- An ATA can be set up between a checking or savings account.
- There is a \$5.00 fee applied each business day in which account transfers occur.
- Funds will be transferred from the eligible account to the checking account in increments of \$100.00. Please note: Partial transfers will occur if funds are not sufficient to meet the transfer increment, even if they will not fully cover the overdrawn item(s). The transfer fee stated in this section will be charged for partial transfers under this agreement.



## LEGACY ACCOUNTS

Legacy Accounts are accounts established at Blackhawk Bank & Trust prior to March 31, 2019. These accounts will no longer be available to open as new accounts after March 31, 2019.

The following disclosure is provided pursuant to the Truth in Savings Act and Regulation DD. This disclosure contains information about your accounts.

### REGULAR CHECKING ACCOUNT

- The minimum deposit required to open this account is \$300.00.
- Minimum monthly balance of \$300.00 or more, no service charge.
- Minimum monthly balance of \$200.00 to \$299.99, service charge is \$2.00 plus \$0.20 per debit.
- Minimum monthly balance below \$200.00, service charge is \$3.00 plus \$0.20 per debit.
- Interest is not paid on this account.
- Fee for canceled images returned is \$2.00 per month.
- There is no monthly dormant account fee for balances greater than \$300.00
  - For monthly balances of \$200.00 to \$299.99, a monthly dormant account fee of \$2.00 will be assessed after 12 months of no transaction activity within the account.
  - For monthly balances below \$200.00, a monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- Fee for canceled images returned is \$2.00 per month.
- 3 free foreign ATM transactions are allowed per monthly statement cycle: \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.

### STUDENT CHECKING ACCOUNT

*Available to Students under the age of 25 with proof of Student Status.*

- There is a \$1.00 minimum deposit required to open this account.
- \$1.00 minimum balance to keep this account open.
- No monthly fee or per item fee.
- Interest is not paid on this account.
- Fee for canceled images returned is \$2.00 per month.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.

### SENIOR CHECKING ACCOUNT

*Senior Citizens aged 65 and over or aged 62 and retired are eligible for this account.*

- Only one (1) Senior Checking Account per household.
- The minimum deposit required to open this account is \$100.00.
- \$1.00 minimum balance to keep this account open.
- No monthly fee or per item fee.
- Interest is not paid on this account.
- Fee for canceled images returned is \$2.00 per month.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.
- Free Blackhawk Bank & Trust standard paper checks. If Blackhawk Bank & Trust standard paper checks are not ordered, check printing fees will apply.

## PERSONAL CHECKING ACCOUNT

- The minimum deposit required to open this account is \$100.00.
- \$1.00 minimum balance to keep this account open.
- A per debit fee of \$0.25 will be charged for each debit from this account, including, but not limited to, each check, ATM withdrawal, debit memo, ACH or POS withdrawal in a monthly statement cycle.
- Interest is not paid on this account.
- Fee for canceled images returned is \$2.00 per month.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.
- Free wallet safety paper checks in gray. If safety paper checks are not ordered, discounted check printing fees will apply depending on style and quantity ordered.

## ECONOMY CHECKING ACCOUNT

- The minimum deposit required to open this account is \$100.00.
- \$1.00 minimum balance to keep this account open.
- There is a \$7.00 monthly maintenance fee which is waived if a Direct Deposit is made to this account every month.
- Interest is not paid on this account.
- A \$0.50 fee will be charged for each check, ACH debit, and other miscellaneous debit in excess of ten (10) per monthly statement cycle. This excludes ATM/Debit transactions and POS transactions.
- Fee for canceled images returned is \$2.00 per month.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.

## HOMEOWNERS CHECKING ACCOUNT

*Account owner must provide proof of Home Ownership to qualify.*

- Only one (1) Homeowners Checking Account per household.
- The minimum deposit required to open this account is \$100.00.
- \$1.00 minimum balance to keep this account open.
- No monthly fee or per item fee.
- Fee for canceled checks returned is \$2.00 per month.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee in excess of 3 foreign ATM transactions.
- Interest is paid on this account. Interest rate and annual percentage yield may change.
- At our discretion, we may change the interest rate on the account.
- This is a tiered-rate account.
- Interest begins to accrue no later than the business day we receive credit for non-cash items (for example, checks).
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- A minimum daily balance of \$2,500.00 or greater must be maintained to earn the disclosed annual percentage yield.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

## **SILVER HAWK CLUB CHECKING ACCOUNT**

*Available to individuals 50 years of age or older who maintain a minimum depository balance of \$5,000.00 in any checking or savings account, certificate of deposit, or any combination of deposit accounts.*

- Only one (1) Silver Hawk Club Checking Account per household.
- The minimum deposit required to open this account is \$100.00.
- \$1.00 minimum balance to keep this account open.
- Images returned with statements.
- Free wallet safety paper checks in blue, green or brown. If safety paper checks are not ordered, discounted check printing fees will apply depending on style and quantity ordered.
- A monthly dormant account fee of \$3.00 will be assessed after 12 months of no transaction activity within the account.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.
- No service fee Checking (for non-interest bearing accounts), Cashier's Checks, Money Orders, Notary Service, Signature Guarantee, Will Safekeeping, plus 10% off annual safe deposit box rental fees.
- A \$9.95 fee will be assessed each month the required minimum depository balance requirement of \$5,000.00 is not met.

## **NOW ACCOUNT**

*After March 31, 2019 this account will continue to be available to nonprofit organizations, municipalities and sole proprietorships. This account will not be available to individuals or businesses after March 31, 2019.*

- The minimum deposit required to open this account is \$500.00.
- Images returned with statements.
- Monthly minimum balance fee of \$5.00 plus a per-debit fee of \$0.10 is assessed if the daily balance falls below \$500.00 any day for the month or if average daily balance is under \$1,500.00 for the monthly statement cycle.
- The daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.
- At our discretion, we may change the interest rate on the account.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (*for example, checks*).
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- There is no limit to the number of monthly deposits or withdrawals on this account.
- A minimum daily balance of \$500.00 or greater must be maintained to earn the disclosed annual percentage yield.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- There is no monthly dormant account fee for minimum daily balances of \$500.00 or greater; otherwise a \$5.00 monthly dormant account fee will be assessed after 12 months of no activity within the account.

## **SUPER NOW ACCOUNT**

*After March 31, 2019 this account will continue to be available to nonprofit organizations, municipalities and sole proprietorships. This account will not be available to individuals or businesses after March 31, 2019.*

- The minimum deposit required to open this account is \$2,500.00.
- Images returned with statements.
- Monthly minimum balance fee of \$5.00 plus a per-debit fee of \$0.10 is assessed if the daily balance falls below \$2,500.00 any day for the month.
- This is a tiered-rate account. The interest rate and annual percentage yield may change at our discretion.
- 3 free foreign ATM transactions are allowed per monthly statement cycle; \$1.50 per transaction fee is charged in excess of three foreign ATM transactions.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (*for example, checks*).
- Interest will be compounded monthly and credited to the account on a monthly basis.
- The interest accrual method is 365/365 days.
- There is no limit to the number of monthly deposits or withdrawals on this account.
- Minimum daily balance of \$2,500.00 or greater must be maintained to earn the disclosed annual percentage yield.
- The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- There is no monthly dormant account fee for minimum daily balances of \$2,500.00 or greater; otherwise a \$5.00 monthly dormant account fee will be assessed after 12 months of no activity within the account.



## FEE SCHEDULE

*The following fees, if applicable, will be assessed to your account. Fees charged to customers living in the State of Iowa will be subject to state and local sales tax.*

### AUTOMATED TELLER MACHINE (ATM) WITHDRAWALS

- Frequency limit: three (3) per day | ATM card: first card FREE; replacement card \$15.00

### MASTERCARD® DEBIT CARD

- MasterCard debit card, generic: first card FREE; replacement card \$15.00
- MasterCard debit card, personalized: \$10.00 for each fully customized uploaded image or identity photo card; replacement personalized card \$10.00.

### ACCOUNT FEES

- Automatic transfer by telephone: \$3.00 each
- Balancing customer checkbook: first 2 months (per hour) FREE; over 2 months (per hour) \$20.00
- Canadian item fee: \$5.00 per item
- Cashier's check: \$4.00 for customers only
- Cashing not-on-us checks: non-customer 1% of fee, minimum \$5.00; no maximum fee
- Check printing fee: depends on style and quantity ordered. Checking deposit tickets are not returned with monthly account statement. Please keep your transaction receipt for reference.
- Coin counting fee: customers, FREE; non-customers 1% of amount, \$3.00 minimum
- Collection items: \$15.00 each
- Copy of images: one free image per periodic account statement requested within 90 days. Thereafter standard research fees apply.
- Digital document search: \$20.00 per hour; \$2.00 per copy; \$20.00 minimum charge
- Duplicating services: \$0.25 per copy
- Facsimile service: first page \$5.00; each additional page \$1.00
- Hard copy statement printout: \$1.00 each page
- International draft: \$15.00 each
- IRA external transfer fee: \$15.00
- License plate renewal (per sticker): \$6.00
- Money orders: customers only, \$3.00 each
- Multiple mailing fee (per monthly statement cycle): \$2.00
- NSF paid item fee: \$32.00 per item, max. 5 per day
- NSF returned item fee: \$32.00 per item, max. 5 per day  
A NSF fee applies to overdrafts created by check, in-person withdrawal or other electronic means.
- Processing of levies or garnishments: \$50.00 each
- Purchase of treasury bills or notes: at market, \$70.00; at auction, \$45.00
- Returned checks: \$4.50 (per check)
- Returned mail (per item): \$3.00
- Special statement: \$5.00 each
- Stop payment request: with information, \$32.00 per request; without information, \$37.00 per request
- Temporary checks (per set of four (4)): \$1.00
- Transfer by phone: \$3.00
- Service fee for any account closed within sixty (60) days; \$15.00. This fee is assessed as a hold on your account and will reduce your available account balance.

## **ELECTRONIC BANKING FEES**

- Online banking: FREE | Basic Bill Pay: FREE; Payment Rush Delivery, Next Day delivery: \$14.95 (per payment)  
*Bill Pay Payment Scheduling.* The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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 must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
- TransferNow allows you to transfer funds to accounts you have at other financial institutions. Standard delivery (3 business days) Next business day delivery: \$3.00 per payment
- Mobile Deposit limits are at the Bank's discretion and are subject to change. All deposited items are subject to bank approval.

**ESTATEMENTS** - FREE; electronic images via online banking: FREE

## **SAFE DEPOSIT BOX FEES**

3 x 5 x 22: \$17.00 | 4 x 5 x 22: \$20.00 | 5 x 5 x 22: \$25.00 | 3 x 10 x 22: \$30.00 | 5 x 10 x 22: \$45.00 | 10 x 10 x 22: \$75.00

- Safe deposit box late fee (once annually): \$12.00.
- Safe deposit box keys lost, \$30.00 per key
- Safe deposit box drilling, customer will be charged the cost of drilling

## **NIGHT DEPOSITORY BAG FEES**

- Locking bag: \$25.00 per bag
- Zipper bag, first bag FREE; Additional zipper bag, \$4.00 per bag
- Yearly fee for first bag, \$6.00; Yearly fee for additional bag, \$4.00

## **WIRE TRANSFER FEES**

- Incoming wire transfer fee, FREE for customers; non-customers, \$20.00
- Incoming wire, Western Union: \$20.00
- Incoming wire, BMO: \$21.50
- Outgoing wire transfer fee, \$22.00
- International/Foreign wire transfer fee, \$57.00

## SILVER HAWK CLUB MEMBERSHIP

Membership in the Blackhawk Bank & Trust Silver Hawk Club available to any bank customer 50 years of age or better who maintains a minimum depository balance of \$5,000.00 in any combination of deposit or Financial Services Accounts.

### Silver Hawk Club members receive these exclusive benefits:

- 10% off safe deposit boxes.
- The quarterly Silver Lining Newsletter, delivered with your bank statement. This newsletter brings you interesting articles, recipes, giveaways, and keeping you informed of upcoming events and bank news.
- No Annual Membership Fee! However, a \$9.95 per month service fee will be charged if you fall below your total deposit relationship balance requirement of \$5,000.00 per month.
- Complimentary birthday gift! Every year on your birthday you'll receive a gift of appreciation, especially selected for Silver Hawk Club members!
- Special events and trips: Our Silver Hawk Club coordinator plans exciting day and week-long trips and special events for you to enjoy. Each year Blackhawk Bank & Trust hosts a summer picnic and Christmas coffee just for you. Our trips have included major league baseball games, destination shopping trips, day trips to nearby dinner theaters, and week-long excursions by tour bus to prime tourist attractions across the country.
- No service fee on the following:
  - Cashier's Checks
  - Free Blackhawk Bank & Trust standard paper checks
  - Notary Services
  - Money Orders
  - Signature Guarantees

Please see a Customer Service Representative for more details and information on how to apply!



Blackhawk Bank & Trust  
Terms and Conditions of Your Account  
February 1, 2023