

**PEOPLES EXPRESS +
PEOPLES BILL PAY/MOBILE BANKING/MOBILE REMOTE DEPOSIT**

Peoples Express+ (PE+) is an on-line banking service provided by The Peoples State Bank of Newton (Bank) to the undersigned customer (Customer). This service allows the customer to communicate with the bank through a personal computer or mobile phone or device via the internet to access account information, make loan payments, transfer money between accounts, perform other maintenance functions, access Peoples Bill Pay and Mobile Remote Deposit. Peoples Bill Pay accessed via the PC or mobile device, allows Customer to make one-time or recurring payments online from a linked checking account to companies or individuals (Payees) you select. Itemized below are the terms that govern the agreement between the bank and customer. Mobile Remote Deposit allows for the deposit of checks to checking, savings or money market accounts by scanning checks and delivering the images and associated deposit information to The Peoples State Bank via the mobile banking app.

- 1. AUTHORIZATION:** Peoples Express+ allows the customer to transmit to bank instructions to perform certain transactions and/or payments (Peoples Bill Pay), make deposits (Mobile Remote Deposit) and retrieve certain account information from customer's accounts. Customer hereby authorizes bank to process entries pursuant to instructions transmitted via PE+. Access to PE+ will be through utilization of a PIN. Customer agrees that bank has no control over the personal computer or mobile device of customer. Any access to PE+ through the use either of customer's personal computer, mobile device or customer's PIN, will for all purposes be deemed to have been an authorized access by customer and all transactions so initiated or information retrieved will have been deemed authorized through PE+. Bank shall be solely responsible for controlling the initial distribution of the PIN to customer. After first log-on to system, customer may select his/her own PIN and will be solely responsible for protecting the confidentiality of PIN. Customer hereby specifically authorizes bank to release account related information and accept instructions from any person, firm, entity or corporation using the customer's PIN. Bank shall have no liability that results from negligent distribution of your PIN.
- 2. UNAUTHORIZED USE:** If customer becomes aware of any unauthorized use of PE+ or that someone other than customer has become aware of or gains control of customer's PIN, customer agrees to immediately notify bank. To notify Bank call (618)-783-2321, toll free (800)669-0341 or write to Peoples State Bank of Newton, P.O. Box 328, Newton, Illinois 62448.
- 3. CONSUMER LIABILITY - UNAUTHORIZED USE:** Please tell us **AT ONCE** if you believe your PIN has been lost or stolen. 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 PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.

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 taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

4. RESOLVING ERRORS: If you think your statement or receipt is wrong, contact us by telephone at (618)-783-2321, (800) 669-0341 or write us at Peoples State Bank, P.O. Box 328, Newton, Illinois 62448. 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 tell you the results of our investigation within ten (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, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (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 you already have an established account with us.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

5. ERRONEOUS/DUPLICATE ENTRY – PEOPLES BILL PAY: In the event you inadvertently pay an **ELECTRONIC** payment for an incorrect amount or duplicate a payment, please contact the billing company for credit/refund. For a **CHECK** payment, you may enter a stop payment on the check. Please contact our accounting department for further details.

6. OUR RESPONSIBILITIES: If we do not complete a transfer/payment 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:

- (1) if, through no fault of ours, you do not have enough money in your account to make the transfer or payment;
- (2) if the transfer would go over the credit limit on your overdraft line;
- (3) if the system was not working and you knew about the breakdown when you started the transfer;
- (4) if circumstances beyond our control (such as a breakdown in telephone service or natural disasters such as flood or fire) prevent the transfer, despite reasonable precautions we have taken;

- (5) if you have not followed the instructions for using Peoples Express+ or Peoples Bill Pay including person 2 person payments (p2p);
- (6) there may be other exceptions stated in our agreement with you.
- (7) In addition, we will not be liable to you if you fail accurately identify by email address a recipient of the p2p transfer. We may rely upon the email address and/or account number & bank routing number to make a payment, even if it identifies a financial institution, person or account other than the party named as the intended recipient.

7. CONSUMER PRIVACY: We understand the importance of protecting our customers' personal information. However, we may disclose personal information about you to third parties:

- (1) where it is necessary for completing transfers/payments;
- (2) in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- (3) any other party from whom we have purchased on-line banking services;
- (4) in order to comply with government agency or court orders;
- (5) if you give us written permission.

8. CUT-OFF DEADLINES-INTERNET BANKING: All transactions presented after 5:00 PM CST on any business day Monday through Friday will be posted on the next business day.

9. CUT-OFF DEADLINES-BILL PAY: Payments submitted as recurring or one time, before 2:00 PM CST Monday-Friday will be processed at 3:00 PM CST. Payments submitted after 2:00 PM CST Monday-Friday will be processed the next business day.

10. CUT-OFF DEADLINES-MOBILE REMOTE DEPOSIT: Images must be transmitted and accepted before 3:00 PM to be considered deposited on the same day as transmitted. Otherwise, the day of deposit will be considered the next business day we are open.

11. PAYMENT DUE DATE-BILL PAY: For an ELECTRONIC PAYMENT, allow 3 to 5 business days from when the payment is submitted. When entering the payment date please allow for the 3 to 5 business day processing time. For a CHECK PAYMENT, The check will be in the mail on the same day the payment is submitted if it is submitted before the 2:00 PM CST processing. If the check payment is entered after 2:00 PM, the check will be mailed the following business day. Please allow 5 to 10 business days for a check payment. When entering your payment, enter the payment date allowing for the processing time of 5 to 10 days.

12. Person 2 Person Payments: Within the Bill Pay system, you can initiate payments to an individual. There are 3 options to use p2p payments. Option 1: You can allow the recipient to provide their banking information (electronic payment). You will need their email address and will provide them with a keyword of your choosing. Recipients have 9 days to enter the keyword and their bank information once they receive the email notifying them of the payment. The recipient's bank information is not visible to you. Option 2: You may have the recipient's banking information (electronic payment). You will need the account number and bank routing number. The last option is to mail a check (check payment) to the recipient. You will need to provide the recipient's mailing address. You acknowledge that payments will be completed using the email address, account number & bank routing number and mailing address that you supply. If this

information identifies a recipient other than the one you intended and the payment is processed, you will be liable for the payment. It is your responsibility and that of the recipient to enter accurate information. Person 2 Person payments are limited \$2,000 per item and \$2,000 per day.

- 13. MOBILE REMOTE DEPOSIT:** Items processed via Mobile Remote Deposit are not an electronic item. You can scan and deposit checks that are then converted to an Image Replacement Document for presentment and collection that are made payable to the account owner(s). Checks must be endorsed "For Mobile Deposit Only PSB" and signed. We reserve the right to reject any item transmitted through the service at our discretion, without liability to you. Deposit limits will be imposed, please refer to your mobile device to view limits.
- 14. INDEMNIFICATION:** Our responsibility for an error in a transfer will be to correct the error. In no event shall the Bank, its officers, directors, or employees be liable for punitive, special or incidental damages, or indirect loss. In states that do not allow the exclusion or limitation of liability for special or indirect loss, our liability will be limited to the extent permitted by applicable law.
- 15. SERVICE CHARGES-PEOPLES BILL PAY:** Peoples Bill Pay service does NOT charge a monthly service charge. You will receive 10 bills free per month. After your 10 bills, you pay \$.75 per item on the 1st of each month.
- 16. SERVICE CHARGES-MOBILE REMOTE DEPOSIT:** A fee may be charged for the service. Any fee that is charged will be disclosed prior to your deposit.
- 17. UNDERSTANDING YOUR DEPOSIT ACCOUNT:** Customer acknowledges receipt of an "Understanding Your Deposit Account" agreement. The terms of this PE+ agreement do not replace, but are in addition to the terms of the "Understanding Your Deposit Account" agreement.
- 18. AVAILABILITY OF FUNDS-INTERNET BANKING:** Bank shall be obligated to process customer's transaction only if sufficient funds are maintained in the customer's account to cover the intended transaction.
- 19. AVAILABILITY OF FUNDS PEOPLES BILL PAY:** **Check** payments are handled in the same manner as a check written out of your checkbook against an insufficient balance. **ELECTRONIC** payments are verified for funds availability during processing. If the funds are available, the account that you selected for the payment will be debited and the information sent on for processing. If the funds are not available at the 7:00 AM CST processing, the payment will be retried at the 2:00 PM CST processing time, if the funds are not available at this time, the payment will be retried on the next business day at 7:00 AM CST. If the funds are not available, the payment will be retried for the last time at 2:00 PM CST. If the funds are not available on the 4th try, the payment will not be processed and will be cancelled.
- 20. AVAILABILITY OF FUNDS MOBILE REMOTE DEPOSIT:** Items transmitted via Mobile Remote Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:00 p.m. CST on a business day that we are open, we consider that day to be the day of your deposit.

Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day from the day of deposit.

- 21. GOVERNING LAW:** This agreement shall for all purposes be governed by the laws of the State of Illinois and any otherwise applicable federal law. Customer agrees that any action brought under this agreement shall be brought in the County of Jasper and State of Illinois, if otherwise allowable, before the United States District Court of which Jasper County, Illinois is included.
- 22. AMENDMENTS:** The bank may amend this agreement without limitation. Such amendment shall become effective upon the date specified in the notice mailed to customer.
- 23. NO WARRANTY:** Bank makes no warranty, expressed or implied, concerning the software, equipment, or other services, including but not limited to the fitness for any particular use or non-infringement of third-party rights, unless disclaiming such warranty is prohibited by law. We are not liable for any computer virus or software problems that may be attributable to the services provided with Peoples Express+.
- 24. TERMINATION:** Bank may in its sole discretion terminate this agreement at any time without notice to customer if bank reasonably believes customer has failed to comply with any of the terms of this agreement. Otherwise, bank may terminate this agreement upon thirty days written notice to customer which notice shall be deemed given on the second business day subsequent to the date notice is mailed to customer.
- 25. INACTIVITY – INTERNET BANKING:** If you do not login to your Peoples Express+ account within 30 days and activate a new PIN, your access will be deleted for security purposes. After initial login, if you have not accessed your Peoples Express+ internet banking account for a period of 365 days, your access will be dormant. You will not be able to logon to your Peoples Express+ Account. Please call the bank to reinstate your access. After a period of 547 days of inactivity, your access will be deleted from our system. After your access has been deleted you must come to the bank to sign up.
- 26. INACTIVITY - PEOPLES BILL PAY:** If you have not used Peoples Bill Pay to pay a bill in 3 months, your Peoples Bill Pay access will be suspended. This will not affect your access to your accounts using Peoples Express+ via your PC. Please call the bank to re-activate the bill pay service. Please note the inactivity periods listed above for internet banking. If your internet banking access is dormant or deleted, your bill pay and mobile banking services will be unavailable.

