

Modern Woodmen Bank Online Banking Access Agreement

- I. [Introduction](#)
- II. [Accessing Your Modern Woodmen Bank Accounts through Modern Woodmen Bank Online Banking](#)

- A. [Requirements](#)
- B. [Electronic Mail \(E-mail\)](#)
- C. [Fees](#)
- D. [New Services](#)
- E. [Benefits of Using Modern Woodmen Bank Online Banking](#)

III. [Terms and Conditions](#)

- A. [Your Online Password](#)
- B. [Our Liability](#)
- C. [Overdrafts: Order of Payments, Transfers, Other Withdrawals](#)
- D. [Hours of Accessibility](#)
- E. [Additional Terms and Conditions](#)

I. [Modern Woodmen Bank Online Bill Pay Service](#)

- A. [Using the Service](#)
- B. [Bill Pay Fees](#)

II. [General Terms](#)

- A. [Changes to Charges, Fees, or Other Terms](#)
- B. [Disclosure of Account Information](#)
- C. [Questions or Error Correction on Modern Woodmen Bank Online Banking Transactions](#)

III. [Protecting Your Account](#)

- A. [Preventing Misuse of Your Account](#)
- B. [Unauthorized Transactions in Your Modern Woodmen Bank Accounts](#)

I. **Introduction**

This Online Access Agreement ("Access Agreement") for accessing your **Modern Woodmen Bank** accounts through Modern Woodmen Bank Online Banking explains the terms and conditions governing the Online Banking services and bill pay offered through Modern Woodmen Bank Online Banking. By using the Modern Woodmen Bank Online Banking services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Illinois. The terms "we," "us," "our" "**Modern Woodmen Bank**," and "Bank" refer to **Modern Woodmen Bank**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Modern Woodmen Bank Online Banking can be used to access **Modern Woodmen Bank** accounts. Each of your accounts at **Modern Woodmen Bank** is also governed by the applicable account disclosure statement ("Terms and Conditions of Your Accounts").

II. **Accessing Your Modern Woodmen Bank Accounts through Modern Woodmen Bank Online Banking**

A. **Requirements**

To access your accounts through Modern Woodmen Bank Online Banking, you must have a Modern Woodmen Bank account and an Online password.

B. **Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through Modern Woodmen Bank Online Banking is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback.

the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. Please do not ask account specific questions or reference account numbers via this non-secure E-mail service. Secure E-mail is accessible after you sign on with your password into a session of Modern Woodmen Bank Online Banking. To ensure the security of your account information, we recommend that you use secure E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Modern Woodmen Bank Online Banking or call **1-877-255-2265**.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Modern Woodmen Bank Online Banking.

Please note that fees may be assessed by your Internet Service Provider (ISP).

D. New Services

Modern Woodmen Bank may, from time to time, introduce new Online services. We may notify you of any new services. By using these services when they become available, you agree to be bound by any new rules communicated to you concerning these services.

E. Benefits of Using Modern Woodmen Bank Online Banking

With Modern Woodmen Bank Online Banking you can manage your personal or small business accounts from your home or office on your personal computer. You can use Modern Woodmen Bank Online Banking to:

- View account balances, review transaction history and check images.
- Transfer money between accounts. (As noted in the applicable account Terms and Conditions of Your Accounts disclosure statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with **Modern Woodmen Bank** through secure E-mail.
- Re-order checks.

III. Terms and Conditions

The first time you access your **Modern Woodmen Bank** accounts through Modern Woodmen Bank Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure. Note: If any discrepancies are evident between this disclosure and Modern Woodmen Bank's "Terms and Conditions of Your Accounts" Agreement, the "Terms and Conditions of Your Accounts" Agreement takes precedence.

A. Your Online Password

You will be given an Online password that will give you access to your **Modern Woodmen Bank** accounts for Modern Woodmen Bank Online Banking access. The first time you log into Modern Woodmen Bank Online Banking, you will be prompted to enter a new password. Subsequently, password changes can be accomplished by using the options button. In addition, you will be prompted to change your password regularly as the 8-15 alpha-numeric character password expires every 90 days. **Modern Woodmen Bank** will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Modern Woodmen Bank Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **Modern Woodmen Bank** Customer Service at **1-877-255-2265**.

If you do not access your **Modern Woodmen Bank** accounts through Modern Woodmen Bank Online Banking for any (3) three month period, **Modern Woodmen Bank** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

If you wish to cancel any of the Modern Woodmen Bank Online Banking services offered through Modern Woodmen Bank Online Banking, please contact **Modern Woodmen Bank** Customer Service at **1-877-255-2265** or send cancellation instructions in writing to **Modern Woodmen Bank**, 1701 1st Avenue, Rock Island, IL 61201.

B. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether

Neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, **Modern Woodmen Bank**, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic, or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

C. **Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Modern Woodmen Bank Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

- Certain electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority, and
- The electronic funds transfers initiated through Modern Woodmen Bank Online Banking may result in an overdraft of your account and may, at **Modern Woodmen Bank's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

A. **Hours of Accessibility**

You can access your **Modern Woodmen Bank** accounts through Modern Woodmen Bank Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Modern Woodmen Bank Online Banking may not be available due to system maintenance. You may be notified Online when this occurs.

A transfer initiated through Modern Woodmen Bank Online Banking before 9:00 PM Central Time (CT) on a business day is posted to your account the same day. All transfers completed after 9:00 PM CT on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

B. **Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available on line.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Terms and Conditions of Your Accounts disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. **Modern Woodmen Bank Online Bill Pay Service - also see "Modern Woodmen Bank Online Bill Payment Service" in your "Terms and Conditions of Your Accounts" disclosure**

A. **Using the Service**

The Modern Woodmen Bank Online Banking service allows you to schedule bill payments through Modern Woodmen Bank Online Bill Pay. You can schedule, at your option, for the payment of your current, future, and recurring bills from any of your **Modern Woodmen Bank** accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Modern Woodmen Bank Online Bill Pay. We are unable to process any payment of taxes or court directed payments through Modern Woodmen Bank Online Bill Pay.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 5 PM CT, on the Payment Date.

Modern Woodmen Bank reserves the right to terminate your use of Modern Woodmen Bank Online Bill Pay service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel the Modern Woodmen Bank Online Bill Pay service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Modern Woodmen Bank Online Bill Pay or calling **Modern Woodmen Bank's** Customer Service **1-877-255-2265**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. **Bill Pay Fees**

The fees for the Modern Woodmen Bank Online Bill Pay service are as follows:

There is no monthly fee for Modern Woodmen Bank Online Bill Pay service. You can designate unlimited bill payments to any company you wish to pay in the U.S. without incurring a fee (excluding payment of taxes or court directed payments which are not allowed via bill pay service).

If for some reason your Modern Woodmen Bank Online Bill Pay service ever becomes cancelled, your Modern Woodmen Bank Online Bill Pay service may be reinstated by contacting Modern Woodmen Bank Customer Service once sufficient funds are available in your payment account to cover any pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees, or Other Terms We reserve the right to change the charges, fees or other terms described in this Agreement. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection, with the opening or maintenance of your account. You authorize these transfers of information.

C. Questions or Error Correction on Modern Woodmen Bank Online Banking Transactions

In case of questions or errors about Modern Woodmen Bank Online Banking funds transfers through Modern Woodmen Bank Online Banking involving your account, here is what you should do:

- Contact **Modern Woodmen Bank** by electronic mail (E-mail) after signon
- Fax **Modern Woodmen Bank** at **309-558-3197**
- Telephone **Modern Woodmen Bank** at **1-877-255-2265**
- Write **Modern Woodmen Bank** at **1701 1st Avenue, Rock Island, IL 61201**, as soon as you can, if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question (also reference our Electronic Funds Transfers disclosure).

If we do not complete a transfer to or from your **Modern Woodmen Bank** 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 in which we will not be liable; for instance:

- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Modern Woodmen Bank Online Banking.

I. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you should immediately call **Modern Woodmen Bank** Customer Service at **1-877-255-2265**.

Protecting Personal Information - In addition to protecting your account information, you should also take

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Modern Woodmen Bank Online Banking should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **Modern Woodmen Bank** Customer Service at once at **1-877-255-2265**.

B. Unauthorized Transactions in Your Modern Woodmen Bank Accounts

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **Modern Woodmen Bank** Customer Service at **1-877-255-2265**, or write **Modern Woodmen Bank, 1701 1st Avenue, Rock Island, IL 61201** (also reference our Electronic Funds Transfers disclosure).

Modern Woodmen Bank is a marketing name for MWABank, a wholly owned subsidiary of Modern Woodmen of America.

[Close](#)



THIS DOCUMENT CONTAINS REQUIRED DISCLOSURES AND
OUR ACCOUNT AGREEMENT WITH YOU.

TERMS AND CONDITIONS OF YOUR ACCOUNTS

Table of Contents

1) Agreement	14) Statements	24) Funds Availability Policy: <ul style="list-style-type: none">• Determining the Availability of a Deposit
2) Credit Reports	15) Account Transfer	• Same-Day Availability
3) Liability	16) Direct Deposits	• Next-Day Availability
4) Deposits	17) Temporary Deposit Account Agreement	• Longer Delays
5) Withdrawals	18) Setoff	
6) Modern Woodmen Bank Online Bill Payment	19) Attorney In Fact	• New Accounts Rules
7) ACH & Wire Transfers	20) Restrictive Legends	• Holds on Other Funds
8) Online External Transfers	21) Account Reclassification	25) Truth-In-Savings Disclosures:
9) Online Dynamic Transfers	22) Electronic Funds Transfers: <ul style="list-style-type: none">• Your Rights & Responsibilities	• Checking Account
10) Online Internal Transfers		• Money Market Checking Account

- | | | |
|--|--------------------------------|------------------------------------|
| 11) Withdrawal Rights, Ownership of Account & Beneficiary Designation: | • Documentation | • Savings Account |
| • Individual Account | • Preauthorized Payments | • Education Savings Account |
| • Joint Account | • Our Liability | • Young Banker's Savings Account |
| • UTMA/UGMA Accounts | • Confidentiality | • Qualified Savings Account |
| • Revocable Trust | • Unauthorized Transfers | • Health Savings Account |
| • Pay on Death Account | • Error Resolution Notice | • Certificate of Deposit |
| • Business Accounts | • Termination | • Qualified Certificate of Deposit |
| | • Safety | 25) Additional Information |
| | • Check Conversion | |
| 12) Stop Payments | Authorization | 26) Common Features |
| | 23) Express Deposit and Mobile | |
| 13) Amendments & Termination | Express Deposit Agreement | |

1) 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. Please read this carefully. If you sign the deposit account agreement or open or continue to have your account with us, you agree to these rules. A schedule of qualifying balances and fees is included later in this document. Interest rates and annual percentage yields will be disclosed on a separate sheet. If you have any questions, please call us at **1-877-255-2265**.

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 from 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 deposit account agreement for your account or in some other document.

As used in this document the words "we," "our" and "us" mean Modern Woodmen Bank(the "Bank"), and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. 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.

- 2) **CREDIT REPORTS** - You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open, maintain, or close your account. This may include ordering a credit report or other reports on you or any authorized signer on your account.
- 3) **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 us to deduct these charges 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 severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account (In Louisiana, this liability is referred to as "in solido"). 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. This includes liability for our costs to collect the deficit including, and to the extent permitted by law, our reasonable attorneys' fees.

- 4) **DEPOSITS** - We will give only provisional credit until collection is final for any non-cash items we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. 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" of 5:00 PM Central Time(CT) on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.
- 5) **WITHDRAWALS – Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the deposit account agreement may withdraw or transfer all or any part of the account balance at anytime. Each of you (until we receive written notice to the contrary) authorizes each other person signing the deposit account agreement to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check 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.

Checks and withdrawal rules - We may refuse any withdrawal or transfer request which you attempt by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the Funds Availability Policy disclosure provided elsewhere for information about when you can withdraw funds you deposit. For those accounts to which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

Waivers - Even if we honor a nonconforming request for withdrawal, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later.

Notice of withdrawal - We may require not less than / days notice in writing before each withdrawal from an interest-bearing account (other than a time deposit). At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time deposit account prior to maturity are restricted and may be subject to penalty. See the early withdrawal penalty information located in the Truth-In-Savings Disclosure.

Clearing policy - Each business day your account has transaction activity presented to the Bank; we record account credits (deposits) in your account before consideration of debits (withdrawals). Debit transactions are then recorded such as transactions made with your debit card (at an ATM or through point-of-sale terminals), as well as returned deposits, automated payments, such as ACH debits and Bill Pay debits, and checks by sequential number order as they are received. The exception to checks clearing by number order will be for checks that are cashed or handled over the counter at our facility; these checks will be paid first. If your account does not have sufficient funds for all of the checks presented, we may return checks to the payee, by returning the checks in the reverse order as they are received. The Bank retains absolute discretion in the payment and/or payment order of checks, and Bank policies may change without notice to you.

Transaction activity displayed in online and mobile banking are not reflective of the actual order transactions are posted in the banks permanent system of record as described above. Online and mobile banking transaction activity is shown in descending order with credits listed first and debits listed second.

- 6) MODERN WOODMEN BANK ONLINE BILL PAYMENT-** This Online Bill Payment Authorization and Agreement (the "Agreement") states the conditions for the Online Bill Payment service (the "Service") that will enable you to perform the transactions described in this Agreement. When you use the Services you agree to the terms of this Agreement. These terms and conditions are in addition to those outlined in the "Terms and Conditions of Your Accounts" which apply to any account you have with us. If the terms and conditions of this Agreement conflict with those contained in the "Terms and Conditions of Your Accounts"; the "Terms and Conditions of Your Accounts" will control. By clicking on the button by which you elect to enroll in the Service, you acknowledge that you have read, understand and agree to the terms in this Agreement.

By providing Modern Woodmen Bank with the names and account information of the payees to which you wish to direct payment, you authorize Modern Woodmen Bank to follow the payment instructions that are entered through the Service. Your payment will be issued electronically, or by paper, depending on the payment method agreed to by the payee.

A payment request submitted prior to the 3:00 p.m. Central Time (CT) cutoff will be processed on the same business day. Payment requests submitted after the cutoff time of 3:00 p.m. CT will be processed the next business day. All payments requested during weekends and holidays will be processed the next business day.

When Modern Woodmen Bank acts on a payment instruction, you authorize us to charge your Modern Woodmen Bank account and remit funds on your behalf.

While we anticipate that we will complete most transactions on the day you designate, it is possible that, due to circumstances beyond our control, particularly delays in handling and posting payments by the payee, some transactions may take longer.

You may designate a "Send on Date" which displays the "Delivery on Date" for each bill payment. Electronic delivery of payments is not available for all payees. All Deliver on Dates should be prior to any late date or grace period. Our receipt of your bill payment instructions authorizes us to debit your Online Bill Payment Account and to remit funds on your behalf to the designated payee. We will perform the Service in such a manner as to allow funds to arrive at the designated payee's location as near as reasonably possible to the Deliver on Date designated by you. You also authorize us to credit your account they were withdrawn from for payments returned to us by the United States Postal Service or any payee.

You understand and agree that it is your responsibility to authorize bill payments in such a manner that the bills will be paid on time and that the payee will receive your payment no later than the Due Date on the statement provided to you by the payee.

Modern Woodmen Bank will debit your account on the date which you select for the "Send on Date" of your payment. If you properly follow the procedures described in the "How Do I" help screens and Modern Woodmen Bank fails to deliver a payment on or before the "Deliver on Date", Modern Woodmen Bank will bear responsibility for late charges (\$50.00 maximum) subject to the nine (9) exceptions stated below:

Modern Woodmen Bank will make every effort to ensure all payments are processed properly. However, Modern Woodmen Bank shall incur no liability if it is unable to complete any payments you initiate through Modern Woodmen Bank because of the existence of one or more of the following circumstances:

(1) You schedule your payment to transact less than three (3) business days for electronic and five (5) business days for paper checks and first time payees before the actual due date stated on your invoice;

(2) Your account does not contain sufficient funds to complete the payment. Payments are based on available funds as described in Modern Woodmen Bank's Funds Availability Schedule;

(3) Modern Woodmen Bank Online Bill Payment is not working properly and you know or Modern Woodmen Bank has advised you, before you execute the transaction, not to use the bill payment service due to a temporary malfunction;

(4) The payee mishandles or delays a payment sent by Modern Woodmen Bank;

(5) You have not provided Modern Woodmen Bank with all the necessary information for those payees to which you wish to direct payment;

(6) You request a payment in an amount over the maximum allowed \$9,999.99;

(7) Circumstances beyond Modern Woodmen Bank's control (such as, but not limited to, fire, flood, or interference from an outside force) preventing the proper execution of the transaction and Modern Woodmen Bank has taken reasonable precautions to avoid those circumstances;

(8) You instruct Modern Woodmen Bank to make a payment of taxes or court-ordered payments. As noted below, Modern Woodmen Bank cannot make these types of payments as it cannot guarantee that the funds will be applied to the correct account;

(9) Modern Woodmen Bank may disable your bill payment service if your account remains inactive for a period of 3 months.

If Modern Woodmen Bank causes an incorrect amount of money to be removed from your Modern Woodmen Bank account or causes money from your Modern Woodmen Bank account to be directed to a person or entity that does not comply with your payment instructions and none of the above nine (9) exceptions apply, Modern Woodmen Bank shall be responsible for returning the improperly transferred funds to your Modern Woodmen Bank account. This liability is subject to your duty to notify us within 60 days from when your periodic statement is made available to you, as disclosed below.

THE FOREGOING SHALL CONSTITUTE MODERN WOODMEN BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL MODERN WOODMEN BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND/OR THE BILL PAYMENT SERVICE.

Charges and Fees- Please refer to the Truth in Savings Disclosure for the account type you own.

Insufficient Funds- If you have instructed Modern Woodmen Bank to make a payment for which there are insufficient available funds in your Modern Woodmen Bank account, Modern Woodmen Bank will not make the payment and will notify you by placing a message in your bill pay account mailbox.

Taxes or Court-Ordered Payments- You cannot make payments of taxes or any court-ordered payments. This type of payment through Modern Woodmen Bank Online Bill Payment is prohibited.

Payee Limitation- Modern Woodmen Bank reserves the right to refuse to pay any payee to whom you may direct a payment. Modern Woodmen Bank is obligated to notify you promptly if it decides to refuse to pay a payee designated by you. This notification is not required if you attempt to pay taxes or make court-ordered payments through Modern Woodmen Bank Online Bill Payment. You may not pay taxes or make court-ordered payments through Modern Woodmen Bank Online Bill Payment.

Alterations and Amendments- Modern Woodmen Bank may change bill payment features, applicable fees and service charges from time to time. In such event, Modern Woodmen Bank shall send an e-mail notice to your e-mail address, as it appears on our records, if the changes are unfavorable to the customer prior to the change. We may also notify you via U.S. mail. Any use of this bill payment service after the change(s) take(s) effect will constitute your agreement to such changes.

User Confidentiality - Modern Woodmen Bank identifies users by their unique UserID, Password and PassMark. Each person authorized to withdraw from an account will be issued a separate UserID and Password. Modern Woodmen Bank will attribute to you all bill payment service transactions initiated with your UserID and Password. You agree not to give or make available your UserID and Password. If you believe that your UserID and/or Password has been compromised, you must immediately notify Modern Woodmen Bank at 1-877-255-2265 and change your password.

Inactive Online Accounts

(1) Modern Woodmen Bank may deactivate your bill payment service if it is not utilized for a period of three months.

(2) Modern Woodmen Bank may deactivate your internet access if it is not utilized for a period of three months.

Information Authorization- You agree that Modern Woodmen Bank reserves the right to obtain financial information regarding your account from a payee or financial institution to resolve payment posting problems.

Disputes- In the event of a dispute regarding the bill payment service, you and Modern Woodmen Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Modern Woodmen Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Modern Woodmen Bank relating to the subject matter of this Agreement. If there is a conflict between what one of Modern Woodmen Bank's employees says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment- You may not assign this Agreement to any other party. Modern Woodmen Bank may assign this Agreement to any future, directly or indirectly, affiliated company. Modern Woodmen Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver- Modern Woodmen Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Modern Woodmen Bank. No delay or omission on the part of Modern Woodmen Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

- 7) ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of Illinois. If you originate a funds 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 National 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. ACH requests must be received by 3:00 PM Central Time and wire transfer requests must be received by 1:00 PM Central Time for same-day processing. All transfers from your Modern Woodmen Bank account to an account at another financial institution will settle the next business day.
- 8) ONLINE EXTERNAL TRANSFERS** -You may use Modern Woodmen Bank's Online External Transfer Service to transfer funds into and out of your accounts held at Modern Woodmen Bank, respectively from and to your accounts held at other institutions.
1. **Transfer Limits** - The standard transfer limit is \$2,000.00 per transaction and per day and \$5,000.00 per rolling 30 day period. All transfers made within the last 30 days are subtracted from the 30 day period transfer limit to determine available funds. If you believe you will need to transfer more than this, please phone Modern Woodmen Bank toll free

transfer limits. If you believe you still need to transfer more than what please phone Modern Woodmen Bank toll free at 1-877-255-2265 to request an increase to your transfer limits.

2. **Eligible Accounts** - Accounts eligible for External Transfers are checking and savings accounts. Accounts not eligible for External Transfers are Individual Retirement Accounts (IRAs), Custodial and/or Trust Accounts, Business Accounts for which more than one person has check-writing privileges, Certificate of Deposits (CDs), and Loan Accounts (including credit card and home equity accounts).
3. **Account Ownership** - Accounts owned by someone else (3rd party accounts) may only be used to receive transfers from Modern Woodmen Bank accounts. Since only outbound transfers to 3rd party accounts are allowed, these accounts do not go through the verification process.
4. **Account Verification** - Owned accounts at other financial institutions must be verified before they are enabled for the External Transfer Service. Account verification procedures are safeguards used to make certain only the rightful owner of the external account is allowed to transfer funds.
5. **External Transfer Execution** - All transfers from your account at another financial institution to your account at Modern Woodmen Bank is considered Standard and takes 3 business days to credit to your Modern Woodmen Bank account. All transfers from your Modern Woodmen Bank account to an account at another financial institution could take 2 business days to settle. A transfer request submitted prior to the 3:00 p.m. Central Time (CT) cutoff will be debited from the source account on the same business day. Transfer requests submitted after the cutoff time of 3:00 p.m. CT will be debited the next business day. All transfers requested during weekends and holidays will be debited from the source account the next business day. Scheduled and Recurring Transfers enter into the ACH system on their Send Date. Depending upon the financial institution, it may take an additional business day for the transfer to be reflected in the account balance of the destination account.

9) ONLINE DYNAMIC TRANSFERS

Dynamic Transfers allow you to establish relationships between two or more owned accounts to automatically transfer funds whenever it is needed as Overdraft Protection. The primary account can be set to zero, a minimum amount, an exact amount or any incremental balance you wish to sweep funds in order to maintain the primary account. You can establish more than one secondary account for Overdraft Protection. This relationship will stay in effect until the expiration date or if you choose to cancel or modify the relationship

10) ONLINE INTERNAL TRANSFERS

The Internal Transfer service allows you to transfer funds between your own accounts. You can choose when the transfer will settle and even schedule recurring transfers that will transfer funds automatically. You select from a drop-down box the accounts that you want to transfer the funds to and from. Enter the dollar amount of the transfer and the date you want the transfer to occur. Funds can be transferred from your checking, savings, credit cards, and home equity lines of credit. You may not transfer from certificates of deposit, retirement accounts and closed-end home equity and mortgage loans. Funds may be transferred to checking, savings, credit cards, home equity lines of credit, closed-end home equity and mortgage loans. You may not transfer to certificates of deposit and retirement accounts.

11) WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

The following rules apply to your account(s) depending on the type of account(s) you have selected and beneficiary designation, if any, specified on the account records.

There are two primary issues that these rules control. The first is "withdrawal rights" and the second is "ownership." By "withdrawal rights" we mean designating who has access to the funds in the account for all purposes, including but not limited to, transfers to and from the account, transfers to and from third persons (not party to the account), deposit rights, and against whom we have setoff rights. These withdrawal rights will control our duty to pay the funds to the person or persons designated on the account records. These withdrawal rights do not control who actually owns the funds, as between multiple parties to the accounts. These withdrawal rights generally absolve us so long as we pay funds according to the instructions of the person or persons who have these rights, regardless of who actually owns the funds.

By "ownership" we generally mean who owns the funds in the accounts. When there is more than one person who has access to the account, this ownership right is between the parties (you) and does not affect our rights and responsibilities. If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain.

You cannot change the "withdrawal rights" sections of the following account descriptions with us. If you wish to change these rules, you will be required to withdraw the funds in the account (assuming you have the necessary withdrawal rights) and open another account. The actual owner of the funds assumes the risk and gives you the right to do so by granting you the withdrawal rights on the account.

The written descriptions contained herein with respect to "ownership" rights represent the usual ownership rights intended by parties to multiple party accounts, and will generally control under Illinois state law unless you take affirmative additional steps to amend these ownership rights. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. You must consult with your own attorney and financial advisor as to whether and how to effect any change in actual ownership of funds in the account including but not limited to whether you give us notice of such changes in actual ownership. **Any notice of a claim or change of actual ownership will not affect the withdrawal rights to an account.**

INDIVIDUAL ACCOUNT - An account designated as individual is in the name of one person. Such an account is also referred to as a "single ownership" account.

Withdrawal Rights - The holder of such an account is the only person who has the right to withdraw from the account unless we permit the holder to designate an agent, attorney in fact, or "convenience signer" to the account. See section below titled "ATTORNEY IN FACT."

Ownership - The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights or survivorship rights (nor does such type of ownership create or extinguish any community property rights).

JOINT ACCOUNT - WITH SURVIVORSHIP (AND NOT AS TENANTS IN COMMON) - An account designated as joint with right of survivorship is in the name of two or more persons who intend and agree to the following:

Withdrawal Rights - Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship (and not as

tenants in common) with the same withdrawal rights incidents provided in this section.

Ownership Rights - Each joint tenant is presumed to "own" the funds in proportion to that person's net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the "ownership" of the decedent's funds will be shared equally with such survivors.

Other titles - This type of account is sometimes referred to as a "multiple party account with survivorship."

UTMA/UGMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority (18 to 21 depending on the state and whether it is an UGMA or an UTMA). Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described in the first paragraph of this section.

Withdrawal Rights - As provided above, the custodian has exclusive withdrawal rights until the minor reaches the age of majority. At that time, the child (now adult) has exclusive withdrawal rights.

Ownership - The child, during minority, and after reaching the age of majority, is at all times the owner of the funds in such an account.

REVOCABLE TRUST - This is an account where one or more persons create the account and name one or more living persons as beneficiaries.

Withdrawal Rights - The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime. The named beneficiaries have no withdrawal rights to the account during the lifetime of the creator (also known as a settlor or grantor) of the account. On the death of the creator of the account, the beneficiary (on proof of death of the creator and identity as the named survivor) can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the survivors can withdraw (acting alone) only an equal share with the other surviving beneficiaries. Multiple surviving beneficiaries have no survivorship rights between them.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof the deaths of the creators and their own identity as the named beneficiaries).

The creator(s) of such an account retain the right to change or close the account during his or her lifetime and to change beneficiaries to the account without closing it, but we must be given notice of such a change and acknowledge such notice in writing.

Ownership Rights - The creator of a revocable trust is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

Other titles - This type of account has other names such as "tentative trust," "Totten Trust," and an "in trust for" account. A "pay on death" account is the exact same account with the same incidents, except for the name attributed to the account.

PAY ON DEATH ACCOUNT - This type of account is identical to the revocable trust account described above, except for its title. Ownership and withdrawal rights are described therein.

BUSINESS ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by Illinois law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

12) STOP PAYMENTS - 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, are described in our Electronic Funds Transfer policy statement below.

We may accept an order to stop payment on any item from any owner. You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time of 6:00 PM Central Time. Because the orders are handled by computers, your stop payment order must precisely identify the number, date, amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you signed the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, if your stop payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop payment order was verbal; your stop payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order and must be 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.

13) AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close your account(s) (other than time deposits) at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you, except when we are required by law to send notice to each of you. Your accounts will remain in full force and effect until Modern Woodmen Bank (i) closes your account or (ii) receives written notice of change or cancellation from you.

14) STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover any

14) STATEMENTS - You must examine your statement of account with reasonable promptness. If you discover any unauthorized signatures or alterations you must notify us within 30 days of when the statement was first sent or made available. If you fail to notify us in a timely manner you will have to share any 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). This risk extends to items on the statement and other items signed or altered by the same wrongdoer. The section assumes we act in good faith.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account (including, under this paragraph, Electronic Funds Transfers) within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items or transaction 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.

15) ACCOUNT TRANSFER - No account may be transferred or assigned without our prior written consent.

16) DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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.

17) TEMPORARY DEPOSIT ACCOUNT AGREEMENT - If less than all of the persons you intend to have withdrawal rights sign the deposit account agreement you return, we will treat this as a temporary agreement. Those who do sign will have the withdrawal rights to the account as shown. However, we may at some time in the future restrict or prohibit further use of this account, or retitle the account, if you fail to comply with the requirements we impose within a reasonable time.

18) SETOFF - We 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, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set-off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) if any of you are domiciled in the state of New York and Social Security or Supplemental Security Income payments are deposited directly (electronically) into the account. We will not be liable for the dishonor of any check when the dishonor occurs because we setoff a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

19) ATTORNEY IN FACT - For some types of accounts we may permit you to designate another person to conduct transactions (withdrawals and deposits) on your behalf. By designating an attorney in fact, you do not thereby create any ownership or survivorship rights in the account or the funds for the benefit of the person designated. We will not allow an attorney in fact on an account where there is more than one person with withdrawal rights. We make no effort to monitor transactions to insure the attorney in fact is acting on your behalf. You must sign a separate form to confer the power mentioned in this paragraph.

"Attorney in fact" is just one of numerous titles given to such a person. "Authorized signer," "agent," "convenience signer," "authorized signatory," and variations of these, are others. We will use a "power of attorney" form and refer to the person designated as an "attorney in fact."

20) RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have 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."

21) ACCOUNT RECLASSIFICATION -The bank may from time to time choose to reclassify your account for internal banking purposes. This change would be strictly for internal bank purposes and would not affect the operation of your account in any way. Your monthly statement will not be affected. This change would allow the bank to modify its reserve requirements by Regulation D through the use of sub-accounts and internal transfers between these accounts. The maintenance of the sub-accounts is for the purpose of improving our efficiency and will have no effect on your account and your ability to use it. We will maintain separate information on each sub-account for regulatory reporting purposes, but all information reported to you will be consolidated. The reclassification of your account would be at the bank's sole discretion.

22) ELECTRONIC FUNDS TRANSFERS-YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are the types of Electronic Fund Transfers we permit. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into all your deposit accounts at Modern Woodmen Bank.

Preauthorized payments - You may make arrangements to pay certain recurring bills from your Checking, Money Market Checking, Savings account(s), or other account(s) (within transaction limits).

Modern Woodmen Bank Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day by dialing **1-877-255-2265** using your social security number, personal identification number, a touch tone phone, and your account numbers, to:

1. transfer funds between your Money Market Checking, Savings, and Checking accounts;
2. get information about:
 - the balance of Checking, Savings, Money Market Checking accounts, or loans;
 - checks cleared by number from Checking or Money Market Checking accounts since your last statement;
 - non-check withdrawals from Checking, Savings, or Money Market Checking accounts since last statement;
 - deposits to Checking, Savings, or Money Market Checking accounts since last statement.

ELECTRONIC/ATM Transfers - Cirrus® and MasterCard® Networks - types of transfers and dollar limitations - You may access your Checking and Savings account(s) by ATM using your Modern Woodmen Bank MasterCard debit card

and personal identification number, to:

- make deposits to Checking and Savings account(s) with a debit card (where accepted). The amount of a deposit at a single ATM per day is limited ;
 - get cash withdrawals from Checking or Savings account(s);
 - you may withdraw no more than \$500.00 per day per card;
 - some customers will have a lower \$250.00 "per day" limit which will be disclosed separately when the account is opened;
-
- **transfer funds between your Savings and Checking account(s);**
 - get information about:
 - the account balance of your Checking and Savings account(s).

Some of these services may not be available at all terminals.

Types of Modern Woodmen Bank MasterCard®Debit Card Point-of-Sale Transactions(Electronic/POS) - You may access your Checking account(s) to purchase goods (in person, by phone, or over the internet), pay for services (in person, by phone, or over the internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

Point-of-Sale Transactions (Electronic/POS) - dollar limitations - Using your card:

- you may not exceed \$1,000.00 in transactions per day per card;

- some customers will have a lower \$500.00 "per day" limit which will be disclosed separately when the account is opened.

Modern Woodmen Bank Internet Site Computer Transfers - types of transfers - You may access all your account(s) by computer using your internet service provider, a PC modem, your password, and a secure web browser, to:

- transfer funds between your Checking, Savings, Money Market Checking accounts, credit cards, or HELOC (Home Equity Line of Credit) accounts;
- get information about:
 - the account balance of your Checking, Savings, Money Market Checking accounts, CD's, credit cards, first mortgage, home equity loans, and HELOC's;
 - the last 18 months of transactions on your Checking, Savings, Money Market Checking accounts, credit cards, first mortgage, home equity loans, and HELOC's;
 - the last 12 months of electronic statements;
 - transfer funds to and from your accounts at other financial institutions.

Also see the discussion of the Modern Woodmen Bank Online Bill Payment Service above.

Online External Transfers-dollar limitations:

The standard transfer limit is \$2000.00 per transaction and per day and \$5000.00 per rolling 30 day period. Some customers will have a higher "per day" and "per month" limit which will be disclosed separately.

Also see discussion of the Online External Transfers above.

Internet Access to your Account - Modern Woodmen Bank may disable internet access to your account if your account remains inactive for a period of 3 months.

Fees - We have no explicit charge for electronic fund transfers.

ATM Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Modern Woodmen Bank will rebate all fees charged for ATM cash withdrawals per statement cycle.

DOCUMENTATION

Terminal transfers - You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal. In some states, the machine receipt provided to you by the terminal is admissible as evidence in any legal action and shall constitute prima facie proof of the transaction evidenced by the receipt. If a transaction occurs at an automated teller machine or point-of-sale terminal and is an amount equal to or less than \$15.00, no receipt is required. The lack of a customer receipt for transactions equal to or less than \$15.00 at electronics terminals does not affect your right to claim an error under Regulation E.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-877-255-2265 to find out whether or not the deposit has been made. You can also use the Internet banking site at www.ModernWoodmenBank.com to verify such a deposit.

Periodic statements - You will receive a monthly account statement from us for your Money Market Checking and Checking accounts.

You will obtain a monthly account statement or electronic statement from us for your Savings account(s) if you have had an electronic fund transfer to or from your Savings account(s). In any case, you will receive a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so - If you arranged for us to make regular payments out of your account (preauthorized withdrawals) you can stop any of these payments. Here is how:

Call us at the telephone number or write us at the address listed at the end of this section (and elsewhere in this brochure) in time for us to receive your request 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 14 days after you call.

EXCEPT AS PROVIDED IN THIS SECTION, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments 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.

OUR LIABILITY

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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

There may be other exceptions stated in a separate agreement with you.

CONFIDENTIALITY - At Modern Woodmen Bank, we recognize the importance of safeguarding the customer information we collect. We have established privacy policies that are described in a separate notice provided to each of our customers. This notice is also published on our website. This privacy policy may change from time to time, and we will communicate any changes in our policy to our customers.

We will disclose information to third parties about your account or the transfer you made:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court order, or
4. If you give us your permission.

UNAUTHORIZED TRANSFERS - (a) Consumer liability - (1) Generally, tell us AT ONCE if you believe your card, code or internet password 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 HELOC and Credit Card). If you tell us within 2 business days after you learn of the loss or theft of your card, code or Internet password you can lose no more than \$50.00 if someone used your card, code, or password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, code, or password, and we can prove we could have stopped someone from using your card, code, or password 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 card, code or Internet password 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 informing us, we may extend the time periods.

(2) Additional Limit on Liability for Modern Woodmen Bank MasterCard® debit card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Modern Woodmen Bank MasterCard® debit card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by MasterCard®, or to commercial cards.

Contact in event of unauthorized transfer - If you believe your card, code, or password has been lost or stolen call: 1-877-255-2265 or write: Modern Woodmen Bank, 1701 1st Avenue, Rock Island, IL 61201

You should also call the number or write the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business Days - For purposes of these disclosures, our business days are Monday through Friday, excluding most holidays.

ERROR RESOLUTION NOTICE - In Case of Errors or Questions About Your Electronic Transfers, call us at the number or write us at the address listed throughout this brochure, 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. It will not be considered an error that terminals do not provide a receipt for ATM or POS transactions \$15.00 or less. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number;
 - (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - (3) Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (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 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 credit your account, or, if we have credited it, we may recharge your account. An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

TERMINATION

- We may terminate this electronic funds transfer agreement at any time by closing your account with us.
- You may terminate this electronic funds transfer agreement at any time by closing your account with us.
- We do not require you to maintain a minimum balance in your account in order to use a debit card or internet access device.

SAFETY - As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your transactions at home (for instance, by filling out a deposit account form) to minimize your time at the ATM or night deposit facility.
- (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Don't lend your ATM/Debit card to anyone.
- (5) Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- (6) If you lose your ATM/Debit card or it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (7) Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/Debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM/Debit card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- (8) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (9) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- (10) When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- (12) Please be sure to close any entry door completely upon entering and exiting the ATM or night deposit facility. Do not permit any unknown persons to enter the facility after regular banking hours.
- (13) Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- (14) We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this brochure. (For ATM's in New York, you may also call the New York Banking Department Consumer Services Hotline at 1-888-NYS-ATMI (1-888-697-2861).

CHECK CONVERSION AUTHORIZATION - Your check can result in an electronic funds transfer. This can happen in several ways. For example: You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

Electronic Check Conversion - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- I. Pay for purchases
- II. Pay bills

Modern Woodmen Bank

1701 1st Avenue

Rock Island, Illinois 61201

Business Days: Monday through Friday

Excluding most Federal Holidays

Walk-In Business Hours: 9:00 AM to 5:00 PM Central Time M-F

Phone Business Hours: 9:00 AM to 5:00 PM Central Time M-F

Or contact us on-line at www.Modern Woodmen Bank.com

or

Call us during phone business hours at

1-877-255-2265

Note: You can also access our Telephone Banking 24 hours a day, seven days a week, using the above phone number.

23) Express Deposit and Mobile Express Deposit Agreement This Agreement contains the terms and conditions for the use of Modern Woodmen Bank's Express Deposit and Mobile Express Deposit remote deposit capture services. By using Express Deposit and Mobile Express Deposit you are agreeing to the terms of this Agreement which supplements the Online Banking Agreement and Terms and Conditions Agreements of Your Accounts which you agreed to and received at account opening

Agreement and Terms and Conditions / Agreements of Your Accounts when you agreed to and received at account opening. This Agreement is subject to change from time to time. We will notify you of any material change by e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement.

Express Deposit and Mobile Express Deposit allows you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and required deposit information to Modern Woodmen Bank.

Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We also reserve the right to change, suspend, or discontinue the Services in whole or in part, or your individual use of the Services, at any time without prior notice to you.

You can access your Modern Woodmen Bank accounts through Express Deposit and Mobile Express Deposit seven days a week, 24 hours a day. However, at certain times, some or all of Modern Woodmen Bank Express Deposit and Mobile Express Deposit may not be available due to system maintenance. You may be notified online when this occurs.

A deposit initiated through Modern Woodmen Bank Express Deposit and Mobile Express Deposit before 3:00 PM Central Time (CT) on a business day is posted to your account the same day. All deposits completed after 3:00 PM CT on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Remotely deposited checks are "non-local" items as defined in Regulation CC. Despite this fact, Modern Woodmen Bank will make funds available as described in these Terms and Conditions. Generally, funds deposited using the Service will have same day availability subject to case-by-case holds and the new account rules. You authorize us to place a hold on funds in the account if we have concerns about or doubt the validity or collectability of a check.

You agree to scan and deposit only checks as defined in Regulation CC. You agree that you will not use the Services to scan and deposit any of the following checks or other items:

- Checks or items payable to any person or entity other than you.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Regulation CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Regulation CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Modern Woodmen Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of the Online Banking Agreement
- Checks or items stamped with a non-negotiable watermark.

You warrant to Modern Woodmen Bank with respect to each check image that:

1. Each check image transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the original check has no defense against payment of the original check;
2. The person on whose account the original check is drawn authorized the issuance of the original check in the amount stated on the original check and to the payee stated on the original check;
3. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item; and
4. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on an item it has already paid.

The image of an item transmitted to Modern Woodmen Bank using the Services must be legible. Regulation CC specifies elements that must be legible for a substitute check to be considered an accurate representation of the original. The images must meet standards for image quality established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

You agree to sign and restrictively endorse any item transmitted through the Services as "For deposit only", and include the Modern Woodmen Bank account number to which the item is being deposited, or as otherwise instructed by Modern Woodmen Bank. You agree to follow any and all other procedures and instructions for use of the services as Modern Woodman Bank may establish from time to time.

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Modern Woodmen Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Such confirmation does not mean that the transmission has been free of computer

Modern Woodmen Bank will provide confirmation of your transmitted image of an item at which time you agree to prominently mark the item as "Processed", "Remotely Presented" or "VOID" to ensure that it is not represented for payment. Properly dispose of the item after 30 days, but not more than 90 days, or for any longer period of time during which any dispute concerning such original check may exist. You will be responsible if any person receives presentation or return of, or otherwise is charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make a payment based on an original check that it already has paid. To reduce the risk of a second presentation, you will use a commercially reasonable method (e.g., shredding) to destroy original checks promptly after your retention period has expired. You acknowledge that the check image thereafter will be the sole evidence of the original check. You acknowledge that if check images are dishonored and returned unpaid for any reason, we may charge back the check image to your accounts. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks.

You, also, agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Modern Woodmen Bank as requested to aid in the clearing and collection process, and to resolve claims by third parties with respect to any item.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Modern Woodmen Bank from time to time. Modern Woodmen Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is, and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Your wireless carrier may access you fees for data or text messaging services. Please consult your wireless plan or provider for details.

You agree to notify Modern Woodmen Bank of any suspected errors regarding items deposited through the services immediately, and in no event later than 60 days after the applicable account statement is sent. Unless you notify Modern Woodmen Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Modern Woodmen Bank for such alleged error.

The manner in which the items are cleared, presented for payment, and collected shall be in Modern Woodmen Bank's sole discretion subject to the Online Banking Agreement and Terms and Conditions Agreements of Your Accounts which you agreed to and received at account opening.

You agree that Modern Woodmen Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Modern Woodmen Bank's business interest, or (iii) to Modern Woodmen Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES.

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MODERN WOODMEN BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

You understand that, while Modern Woodmen Bank and our service providers have established certain security procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the Service will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

Any security procedures required in connection with the Express Deposit and Mobile Express Deposit are strictly confidential. You are responsible to ensure the safety and integrity of deposited items from the time of receipt until the time of destruction of the original checks. You will take reasonable measures to safeguard your computer systems or mobile devices. If warranted in Modern Woodmen Bank's reasonable judgment, Modern Woodmen Bank reserves the right to monitor you, and you agree to cooperate with Modern Woodmen Bank to permit such monitoring, to confirm that you have satisfied your obligations. You are responsible for keeping all users names and passwords secret and confidential, and for any communications or transactions that are made using your user names and passwords and any other obligation which may result from such use. You are responsible for requesting a new user name and password if you believe that any of your user names or passwords have been stolen or might otherwise be misused. You shall take appropriate actions to address incidents of unauthorized access to information concerning original checks and check images maintained by you, including notifying Modern Woodmen Bank as soon as possible of any such incident and fully informing Modern Woodmen Bank of the details of any such incident. You will report any breach of confidentiality promptly to Modern Woodmen Bank.

When using the Services by mobile device, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the software application or mobile device.

COMPLIANCE WITH LAW

You agree to comply with all laws, rules and regulations that apply to banking transactions, including the rules of the National Automated Clearing House for ACH transactions. You will agree to use the Express Deposit and Mobile Express Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit check images that are acceptable for deposit and have handled the original checks in accordance with applicable laws, rules and regulations.

24) FUNDS AVAILABILITY POLICY

Purpose - The purpose of this document is to describe Modern Woodmen Bank's (the "Bank") checkhold policy for transaction accounts.

Objective - Our objective is to make funds available as expeditiously as good business practices and the law mandates.

Determining the Availability of a Deposit

Automated Teller Machines (ATM's)

The length of delay is counted in business days from the business day of deposit. Every day is a business day except Saturday, Sunday and Federal holidays. If an ATM deposit is made during any business day before 4:00 p.m. Central Time (CT), that day will be considered the day of the deposit. If an ATM deposit is made at or after the 4:00 p.m. CT deadline, that deposit will be considered as having been made on the next business day.

In-person or by Mail

The length of delay is counted in business days from the business day of deposit. Every day is a business day except Saturdays, Sundays and Federal holidays. If a deposit is made at a staffed teller station or received via the U.S. Postal Service before 5:00 p.m. CT on any Monday through Friday business day that the Bank is open, that day will be considered the day of the deposit. If a deposit is made at or after the 5:00 p.m. CT deadline or on a non-business day, the deposit will be considered as having been made on the next business day.

Automated Clearing House (ACH)

ACH deposits are made available by 9:00 a.m. CT on the effective date.

ACH Deposits Initiated Through External Transfer Service

ACH deposits are made available by 9:00 a.m. CT on the effective date. There is a three (3) business day delay from the initiation of the debit from another financial institution to the posting of the credit to your account at Modern Woodmen Bank. The length of the delay is counted in business days from the business day of the debit. Every day is a business day except Saturdays, Sundays and Federal holidays. If a debit is initiated before 3:00 p.m. CT on any Monday through Friday business day that the Bank is open, that day will be considered the first day of the debit. If a debit is made at or after 3:00 p.m. CT deadline or on a non-business day, the debit will be considered as having been made on the next business day.

Express Deposit and Mobile Express Deposit

An express and mobile express deposit initiated through Modern Woodmen Bank Express Deposit and Mobile Express Deposit Service before 3:00 p.m. CT on a business day is posted to your account the same day. All deposits completed after 3:00 p.m. CT on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Same-Day Availability (before 4:00 p.m. CT)

- ATM's
- Funds from the following ATM deposits are available on the same business day as the day of deposit:
- The first \$200.00.
 - In-person or by Mail
 - Funds from the following in-person and received via the U.S. Postal Service are available on the same business day as the day of deposit:
- Checks drawn on the Bank, if funds are available in the account; and
 - Cash Deposits
 - ACH
- All electronic direct deposits are generally made available by 9:00 a.m. CT on the effective date of the deposit.

Next-Day Availability - All other funds received in-person, via the U.S. Postal Service, or via ATM's shall be available the next business day from the day of deposit.

Longer Delays

Availability of funds received either in-person, via External Transfer Services or via the U.S. Postal Service may be delayed for longer periods under the following circumstances:

- Bank management believes a check will not be paid;
- Deposited checks total more than \$5,000.00 on one day;
- Returned unpaid checks are redeposited;
- An account has been overdrawn repeatedly in the last six months;
- Emergencies, such as failure of communications or computer equipment; and/or
 - Other cases, as permitted under federal regulations
- ACH credits delayed by Externals Transfer Services.

The Bank will notify affected customers of any delay in their ability to withdraw funds for any of these reasons. The Bank will inform affected customers (by close of the business day following the business day on which the deposit was made) when the funds will be available, which generally will be no later than the seventh business day after the day of deposit. Affected customers will be asked to sign the Notice of Hold Form if a longer hold is placed when the customer is making an in-person deposit.

New Account Rules - Special rules may apply during the first 30 days an account is opened. Funds from electronic direct deposits, cash, and the first \$200.00 of ATM deposits will be available on the day of deposit.

Funds from wire transfer deposits and the first \$5,000.00 of a day's total in-person or received via the U.S. Postal Service, deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available the next business day as long as the checks are payable to the depositor. The excess over \$5,000.00 will be available on the ninth business day after the day of deposit. (This paragraph is not applicable to ATM deposits).

Funds from all other checks received in-person or via the U.S. Postal Service will be available on the seventh business day after the day of deposit.

Holds on Other Funds - If we cash a check in-person or accept for deposit a check received in-person or via the U.S. Postal Service, drawn on another depository or another account of the customer at our institution, we may make funds immediately available but delay the availability to withdraw a corresponding amount of funds on deposit in any account the depositor has with us. Held funds will be available according to our check hold policy stated elsewhere in this Funds Availability policy.

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25) TRUTH-IN-SAVINGS DISCLOSURES

CHECKING ACCOUNT

1. Minimum opening deposit required is \$100.00.
2. No minimum balance and no monthly service fee.
3. Modern Woodmen Bank External Transfer-no charge
4. Modern Woodmen Bank Bill Payment Service – no charge.
5. Interest is earned daily, credited and compounded monthly.
6. Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
7. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
8. At our discretion, your interest rate and annual percentage yield may change daily.
9. Must be 18 years of age or older to qualify.

MONEY MARKET CHECKING ACCOUNT

- Minimum opening deposit required is \$1,000.00.
- Minimum daily balance is \$1,000.00 to avoid service charges
- Modern Woodmen Bank External Transfer (subject to certain restrictions-no charge).
- Modern Woodmen Bank Bill Payment Service (subject to certain restrictions – no charge).
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.

- A service charge of \$20.00 will be charged every statement cycle if the balance in the account falls below \$1,000.00 any day of the cycle.
- You may only make six transfers from your account by check, debit card or similar order payable to third parties.
- Over six withdrawals in a month results in a \$20.00 per transaction charge; three violations of six withdrawals results in account closure or reclassification to a checking account.
- Must be 18 years of age or older to qualify.

SAVINGS ACCOUNT

- Minimum opening deposit required is \$100.00.
- No minimum balance and no monthly service fee.
- Modern Woodmen Bank External Transfer-no charge
- Modern Woodmen Bank Bill Payment Service – no charge.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.

EDUCATION SAVINGS ACCOUNT

- Minimum opening deposit required is \$25.00.
- No minimum balance and no monthly service fee.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.
- The primary account owner must be under 18 years of age
- No withdrawals are allowed prior to 18th birthday.
- Penalty of \$50.00 for closing account prior to 18th birthday.
- At 18th birthday, the account is automatically converted to a regular savings account.

YOUNG BANKER'S SAVINGS ACCOUNT

- Minimum opening deposit required is \$25.00.
- No minimum balance and no monthly service fee.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.
- Maximum of three withdrawals or transfers per month.
- Over three withdrawals per month results in a \$10.00 per transaction service charge.
- Must be under 18 years of age to qualify.
- At 18th birthday, the account is automatically converted to a regular savings account.

QUALIFIED SAVINGS ACCOUNT

- Minimum opening deposit required is \$250.00.

- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.
- A \$50.00 fee is charged if the account is closed within the first 30 days;
Note: the account may be subject to IRS penalties if closed within the first 30 days.
- Must be 18 years of age or older to qualify.

HEALTH SAVINGS ACCOUNT

- Minimum opening deposit required is \$100.00.
- No minimum balance.
- No monthly service fee.
- Modern Woodmen Bank External Transfer – No charge.
- Modern Woodmen Bank Bill Payment Service – No charge.
- All contributions are considered Current Year.
- All distributions are Current Year.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- At our discretion, your interest rate and annual percentage yield may change daily.
- You are eligible for this type of account if you have a High Deductible Health Plan.

This account receives free Modern Woodmen Bank HSA checks and a debit card.

CERTIFICATES OF DEPOSIT

- Minimum opening deposit required is \$1,000.00.
- Additions permitted during the term of the CD.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- The Annual Percentage Yield (APY) assumes principal and interest will remain on deposit until maturity. Any withdrawal of credited interest prior to maturity will reduce the APY.
- The interest rate will be paid until the maturity date of your certificate.
- The account will automatically renew at maturity. You will have 10 calendar days (grace period) after the maturity date to withdraw your funds without being charged a penalty.
- After the account is opened, no withdrawals from this account may be made without penalty until the maturity date.
- We reserve the right not to close the account for 60 days from the date of deposit.
- A penalty may be imposed for withdrawals before maturity. For Certificates of Deposit (CD) with terms of less than twelve months, we may impose a penalty equal to three months interest on the entire CD amount (at Modern Woodmen Bank's discretion), rather than the amount withdrawn subject to penalty. For Certificates of Deposit with terms equal to or greater than twelve months, we may impose a penalty equal to six months interest on the entire CD amount (at Modern Woodmen Bank's discretion), rather than the amount withdrawn subject to penalty.
- In certain circumstances such as the death or incompetence of an owner of this account, the law permits, and in some cases requires, the waiver of the early withdrawal penalty.

QUALIFIED CERTIFICATE OF DEPOSIT

QUALIFIED CERTIFICATE OF DEPOSIT

- Minimum opening deposit required is \$1,000.00.
- Additions permitted during the term of the CD.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks).
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- The Annual Percentage Yield (APY) assumes principal and interest will remain on deposit until maturity. Any withdrawal of credited interest prior to maturity will reduce the APY.
- The interest rate will be paid until the maturity date of your certificate.
- The account will automatically renew at maturity. You will have 10 calendar days (grace period) after the maturity date to withdraw your funds without being charged a penalty.
- After the account is opened, no withdrawals from this account may be made without penalty until the maturity date, or until you reach 59 ½ years of age.
- A penalty may be imposed for withdrawals before maturity. For Certificates of Deposit (CD) with terms of less than twelve months, we may impose a penalty equal to three months interest on the entire CD amount (at Modern Woodmen Bank's discretion), rather than the amount withdrawn subject to penalty. For Certificates of Deposit with terms equal to or greater than twelve months, we may impose a penalty equal to six months interest on the entire CD amount (at Modern Woodmen Bank's discretion), rather than the amount withdrawn subject to penalty.
- In certain circumstances such as the death or incompetence of an owner of this account, the law permits, and in some cases requires, the waiver of the early withdrawal penalty.
- Must be 18 years of age or older to qualify

26) ADDITIONAL INFORMATION

The following additional services are also provided by Modern Woodmen Bank:

MasterCard® Debit Card – Cardholder agrees that the use of this card is subject to all applicable Bank rules and regulations in these Terms and Conditions.

Online Applications - Applications for deposits, 1st mortgage loans, 2nd mortgage loans, credit cards and gift card products can be completed online via Modern Woodmen Bank's website: www.ModernWoodmenBank.com.

E-Statements - Electronic statements are available (upon the customer's request) online which serve as a replacement of the hard copy statements.

Note: Applications that are received via Modern Woodmen Bank's website, telephone, U.S. mail, or in person, are authenticated, by use of a credit bureau, which means the applicant(s)' identity(ies) is/are verified before any account is opened at Modern Woodmen Bank. This serves to help protect both the applicant(s) and Modern Woodmen Bank from any fraudulent activity regarding identity theft.

27) COMMON FEATURES

Account research per hour (one hour minimum)	\$20.00
Cashier's Check	\$ 2.00
Deposit Disbursement Check*	\$ 1.00
Closing Education Savings (prior to age 18)	\$50.00
Closing Qualified Savings Accounts **	\$50.00
Debit/ATM card replacement	\$20.00
Outgoing wire transfers (within US) ***	\$20.00
Stop payment	\$20.00
Overdraft / NSF Charge	\$30.00
Copy of bill payment check	\$10.00
Dormant Account Fee	\$ 2.50

Cost for check printing varies depending on the style of checks ordered. Only Modern Woodmen Bank Exclusive checks are free.

Overdraft Fees - An overdraft fee applies to overdrafts created by check, in-person withdrawal, or other electronic means. Overdraft fees will not be imposed on ATM withdrawals, or one-time debit card items.

Dormant Accounts-Accounts with a balance of less than \$100.00 in which there has been no customer initiated activity for a period of 12 months will be charged a monthly fee of \$2.50. Education and Young Banker's Savings accounts are excluded from this fee.

Modern Woodmen Bank may close your account if it has a zero balance and there has not been any activity for a period of 90 days.

* Deposit Disbursement Check fees: no charge for the first check per month and \$1.00 for each check thereafter.

** Within the first 30 days.

*** International wire transfer fees are \$20.00 plus the correspondent bank wire fees.

Modern Woodmen Bank is a marketing name for MWABank, a wholly owned subsidiary of Modern Woodmen of America.

MWABank Privacy Policy		Close
FACTS	WHAT DOES MWABank DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and transaction history • Account balances and payment history • Credit history and employment information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons MWABank chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does MWABank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?	Call 877.255.BANK or go to www.MWABank.com .
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Who we are	
Who is providing this notice?	MWABank
How does MWABank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MWABank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • open an account or apply for a loan • provide account information or provide employment information • make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit</p>

	we also collect your personal information from others, such as credit bureaus, affiliates, or others.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>MWABank does not share with affiliates.</i>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>MWABank does not share with non-affiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>MWABank does not jointly market.</i>
Other important information	