



## Online Banking Services Agreement

This Agreement describes your rights and obligations as a user of the Online Banking and Bill Payment and Presentment services (the "Service"). It also describes the rights and obligations of Midland States Bank. Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement.

### Contact Us

Midland States Bank  
1201 Network Centre Drive  
Effingham, Illinois 62401  
1-855-696-4352  
[onlinebanking@midlandsb.com](mailto:onlinebanking@midlandsb.com)

### Definitions

**Agreement** - means these terms and conditions of the Service.

**Authorized User** - is any individual or agent whom you allow to use the Service or your password or other means to access your eligible account(s).

**Bill Payment Service Provider** - refers to the contractor, sub-contractor, or provider of our Bill Payment and Presentment services.

**Business Day** - is every Monday through Friday, excluding Federal Reserve Holidays.

**Business Day Cut-off** - refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Time Zone. For posting purposes, we will process all transactions completed by 5:00 p.m. on the same Business Day. Transactions completed after 5:00 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Deliver By Date** - is the day you want your Payee to receive payment and the day your Funding Account will be debited, unless the Deliver By Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. If a check is issued on your Funding Account, your Funding Account will be debited when the check is presented for payment at your bank.

**Direct Check** - is a payment method similar to a check written by you on your Funding Account. Payees should receive Direct Checks no later than the Deliver By Date. Funds remitted to the Payee are deducted from your Funding Account when the Direct Check is presented to the financial institution on which the Direct Check is drawn. As a result, neither this financial institution nor our Bill Payment Service Provider can control when your Funding Account will be debited for a Direct Check payment.

**Due Date** - is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

**Eligible Account** - means any one of your accounts to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized users desire features of the Service that allow you to remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep

sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**Funding Account** - is the checking account from which bill payments will be debited.

**Incoming Bills** - are those bills you have chosen to receive electronically.

**Password** - is the code you selected during enrollment, or the code you select when prompted by the Service, that establishes your connection to the Service.

**Payee** - is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Payment Instruction** - is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Deliver By Date).

**Pending Payment** - is a payment that has been scheduled through the Service but has not completed processing.

**Service** - means the Online Banking and Bill Payment and Presentment services offered by Midland States Bank.

We, us, or our - as used within this Agreement, refers to Midland States Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Midland States Bank may involve in the provision of the Service.

**You and your** - as used within this Agreement, refers to the person enrolling for the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

#### Online Banking Services

The features available through the Service may include:

- Account inquiries
- Current activity
- Check Imaging
- Transfers between your accounts at Midland States Bank:
  - Checking to checking
  - Checking to savings
  - Savings to checking
  - Savings to savings
  - Line of Credit to checking
  - Line of Credit to savings
  - Checking to loan(s) with us
  - Bill Payment and Presentment
- External Transfer
- TurboTax
- Money Management
- Mobile Banking

- Debit Rewards
- Secure emails
- Online statements
- Export account detail capability
- Wire Transfers

New features may be introduced for the Service from time to time. By using these features when they become available, you agree to be bound by the rules that will be made available to you concerning these features.

#### Requirements for Enrollment

In order to enroll in the Service:

- You must have an Eligible Account with Midland States Bank.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have access to a computer and Internet that supports systems required encryption limits.
- You must have Internet access through an Internet Service Provider (ISP).
- You will need access to a printer and/or other storage medium, such as a hard drive, for downloading information or printing disclosures.
- You will need an email address for the receipt of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

#### Enrollment Process

Upon receipt of your electronic enrollment, your Internet banking request will be responded to within one (1) business day.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Password and create an alternate username during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department have the right, but not the obligation, to verify the information you submit for accuracy and proper authorizations.

You acknowledge that all accounts that you are an owner on will be displayed within Online Banking.

Transfer capabilities will automatically be enabled for all eligible accounts indicated in the electronic enrollment. As additional eligible accounts are added to your online banking profile, transfer capabilities will automatically be enabled.

#### Signature Requirements

When any transfer or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service. Any Authorized User must be authorized

individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

### Transfers

A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day. You must have sufficient funds in your account to cover the amount of any online transfers on the scheduled transfer date, or the transaction may not be processed.

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service. You can edit or change a transfer that is "scheduled".

### Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges.

### Password Security

You agree not to give or make available your password, or other means to access your account, to any unauthorized individuals. You are responsible for all transactions you authorize while using this Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

If you believe your password, or other means to access your account, has been lost or stolen, or that someone may attempt to use the Service without your consent, or has transferred money without your permission, you must notify us at once by calling 855- 696-4352 during customer service hours. You may also contact us by sending a secure email through the Online Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (e.g. SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

### Hours of Operation

The Service is available 24 hours a day, seven days a week, except during maintenance periods. For the purpose of transactions, our business days are Monday through Friday, excluding Federal Reserve holidays.

### Email

If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email if you need to communicate with us immediately (e.g. to report an unauthorized transaction from one of your accounts or to place a stop payment).

You agree that we may respond to you by email with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer. Any such email sent to you by us shall be considered received within three (3) days of the date sent by us.

## Bill Payment and Presentment Terms and Conditions

### (A) Payment Scheduling

The earliest possible Deliver By Date for each Payee will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Deliver By Date less than the earliest possible Deliver By Date designated for each Payee.

When scheduling payments, you must select a Deliver By Date that is no later than the actual Due Date reflected on your Payee statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver By Date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be prior to any late date or grace period.

### (B) Bill Payment Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, we and/or our Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### (C) Payment Authorization and Payment Remittance

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with the Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. You also authorize the Service to credit your Funding Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

All payments you make will be deducted from the account you designate as your Funding Account for the Service. Any payments you wish to make through this Service must be payable in U.S. dollars and to a payee located in the continental United States. You must have sufficient funds in your Funding Account to cover the amount of any Bill Payment on the Deliver By Date, or the payment may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

### (D) Exception and Prohibited Payments

You should not use the Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. Payments to Payees outside of the United States or its territories are prohibited through the Service.

### (E) Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment.

### (F) Payment Methods

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods include, but may not be limited to, an electronic payment or a Direct Check.

In some instances, the payment method may change from electronic payment to Direct Check. This may occur when payment amounts are \$500 or greater, and may vary by Payee. The system will notify you at

the time the payment is being scheduled if it will be disbursed as an electronic payment or a check payment.

#### Payment Cancellation Requests

You may cancel or edit any Pending Payment if processing has not begun (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Pending Payment. Once the Service has begun processing a payment, it cannot be canceled or edited; therefore, a stop payment request must be submitted, as described within this Agreement.

#### Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact our Call Center at 855-696-4352.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within 14 days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

#### Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to our Bill Payment Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. You may receive notification from the Service of returned payments.

#### Bill Payment Information Authorization

Your enrollment for the Service may not be fulfilled if we and/or the Bill Payment Service Provider cannot verify your identity and withdrawal authority over the specified accounts. Through enrollment in the Service, you agree that the Bill Payment Service Provider and we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that our Bill Payment Service Provider and we reserve the right to obtain financial information regarding your account from a Payee or your financial institution (e.g. to resolve payment posting problems or for verification).

#### Failed Transactions

In using the Service, you are requesting us to make payments for you from your Funding Account. If your account has insufficient funds on the Deliver By Date for any electronic payment, Services may become unavailable and all pending payments may be canceled. Once the issue is resolved, the Service may be reinstated. You are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. In the case of recurring payments, only the payment currently scheduled would be canceled. Recurring payments scheduled for future dates would not be affected.

#### Transaction Limits

You may schedule bill payments up to \$9,999.99 per transaction. You may schedule bill payments up to \$19,999.99 per Deliver By Date.

#### Funding Accounts

You may add additional Funding Accounts to your bill payment profile. You must be an owner of any Funding Account used to initiate bill payment transactions.

#### Reporting

You may create reports based on the last 24 months of Bill Payment activity.

#### Inactivity

Bill payment inactivity occurs when bills have not been paid within your online banking bill pay account for 90 days (if never used) or 180 days (if previously used). Once your account becomes inactive, a Bill Payment Inactivity Fee of \$7.50 will be charged and your bill pay account will be disabled.

#### Bill Presentment

This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Payee directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you agree to the following:

##### (A) Information Provided to the Payee

We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee for the purposes of the Payee informing you about bill information.

##### (B) Activation

Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of the Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

##### (C) Authorization to Obtain Bill Data

Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee, along with additional information necessary to electronically receive the bills within the Service. For some Payees, you may be asked to provide information from your most recent statement. By providing us with such information, you authorize us to obtain your bill data.

##### (D) Notification

The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the email address listed for your account. It is your responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The timeframe for electronic bill notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

##### (E) Cancellation of Electronic Bills

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. The Service will notify your electronic Payee(s) if you cancel the presentment of an electronic bill, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

##### (F) Non-Delivery of Electronic Bills

You agree to hold us and the Bill Payment Service Provider harmless should the Payee fail to deliver your

statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(G) Accuracy and Dispute of Electronic Bill

Neither this financial institution nor the Bill Payment Service Provider is responsible for the accuracy of your electronic bill(s). This financial institution and the Bill Payment Service Provider are only responsible for presenting the information it receives from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This agreement does not alter your liability or obligations that currently exist between you and your Payees.

Mobile Banking

(A) General

Our Mobile Banking Service allows you to access your account information and perform certain Online Banking and Bill Pay transactions. You can also receive certain account information through Text Banking.

(B) Service Requirements

Use of our Mobile Banking Service requires that you have enrolled in our Online Banking Service. You may log in to the Online Banking Service through a special URL, using your same Online Banking user name, password and enhanced log-in security information.

Our Mobile Banking Service uses the same security features as our Online Banking Service. To enable our Text Banking service you must activate your mobile device from within Online Banking.

(C) Services Available

With the Mobile Banking Service, you can check balances, view Account transaction history and transfer money between your Midland States Bank accounts, just as you can with a Computer. The Mobile Banking Service also allows you to pay your bills. The Mobile Banking Service allows you to send one-time payments to the payees you designate and that have been previously created in the Online Banking Service. You may view, edit or delete pending Bill Payments and view Bill Payment history. Text Banking allows you to obtain Account balances, view recent transactions and transfer funds from a Midland States Bank account. You also have the ability within Text Banking to receive certain text messages regarding the activity on your account.

(D) Fees

We do not charge a fee to access and use the Mobile Banking or Text Banking Services. Your Mobile Device carrier may charge you to receive Internet, cellular or other data service. You should check with your Mobile Device carrier for details on specific fees and charges that may apply to you.

Debit Rewards

In addition to the above content, if you decide to use Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to Debit Rewards Offers, also include any other programs, tools, internet-based services, components and any "updates" (for example, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.



You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of the Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). If you share your username and password with others, you are responsible for their activity under your account for the Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties.

Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account

number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**THIRD PARTY SERVICES** In connection with your use of the Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEBSITES** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**DEBIT REWARDS OFFERS** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**Debit Rewards.** You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

### Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

#### (A) Confidentiality

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

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or Payee; or
3. In order to comply with a government agency or court orders; or
4. If you give us your written permission; or
5. As explained in the Privacy Disclosure.

### Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be linked to the Service.

#### (A) Additional Security Guidelines

1. Although we do not guarantee security of any personal or public computer, we strongly recommend that you refrain from the use of any public computer (e.g. in a library or internet cafe).
2. Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers. We have the authority to suspend any Eligible Account(s) should we determine, in our sole discretion, it may potentially cause harm.
3. Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
4. Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service. Please Note: Failure to keep your computer updated may invite unwanted hackers access to your system.

In addition to the security features described above, there may be other security related notices posted on our website from time-to-time. It is your responsibility to read all security notices.

### Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to make all your transfers, Bill Payments, and Wire Transfer Requests properly. However, we shall incur no liability and any Bill Payment Service Guarantee or Wire Transfer Request Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection (if applicable);
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
- If your funds are subject to legal process or other encumbrance restricting the transfer;
- If your transfer authorization terminates by operation of law;
- If you have not properly followed the scheduling instructions as noted in the "Help" link within Online Banking or Bill Payment or as provided by your Wire Transfer Request Beneficiary;
- If you have not provided the Service with the correct Funding Account information or the correct name, address, phone number, or account number for the Payee;
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
- The Service is not working properly and you know or have been advised by the Service about the

malfunction before you execute the transaction;

- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement;
- If you believe someone has accessed your accounts without your permission and you fail to notify us immediately; and/or
- If circumstances beyond the control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- You have been notified that should any malware and/or virus compromise your computer or device, it may result in an unauthorized transaction(s) to your Eligible Account.
- You are solely responsible for keeping your computer or device updated to mitigate or eliminate potential harm.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer. We will not be liable for any incidental or consequential damages.

We are not responsible for delays in mail delivery, for the failure of any Payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond our control.

We shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s) or Funding Account, or causes funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, we and/or our Service Providers shall be responsible for returning the improperly transferred funds to your Eligible Account(s) or Funding Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### Unauthorized Transfers - Consumer Liability

Tell us AT ONCE if you believe your Username or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50 if someone accesses your account without your permission. If you do not tell us within two

(2) Business Days after you learn of the loss or theft, and we can prove we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.

If your statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) after the statement was mailed to you, you may lose any amount transferred without your authorization after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

The telephone number and address for notifying us under this section is found in the "Contact Us" section at the top of page 1 of this Agreement.

### Unauthorized Transfers - Commercial / Organizational Liability

If you are a non-consumer / organizational account holder, the loss limits described above do not apply to you. Pursuant to state law, your organization may be liable for 100 percent of losses attributable to unauthorized transfers regardless of the expediency of your notification to us. Nevertheless, tell us AT ONCE if you believe your Username or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses.

### Documentation and Verification of Payments and Transfers

Information regarding Internet Banking, External transfers, Bill Payment transactions, and Wire Transfer Requests will be reflected on the account detail in the Service and in your regular monthly account statement(s).

### Alterations and Amendments

We may modify the terms and conditions applicable to the Service from time to time. In such event, we shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s).

Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

We reserve the right to terminate this Agreement and your use of the Service, in whole or in part, at any time without prior notice.

### Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: deposit account disclosures, notices regarding changes in Eligible Account terms and fees. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section Requirements for Enrollment.

WITH YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You should print or save a copy of all disclosures delivered electronically.

### Email or Funding Account Changes

When you enroll in the Service, we may send you a "Welcome" email. We may also send you emails regarding important Internet Banking, Bill Payment, or Wire Transfer matters and/or changes to this Agreement. You must provide us with your current email address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email address. We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

### Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Customer Care Center. Our contact information is listed at the beginning of this Agreement.

The Service will complete any Bill Payment the Service has already processed before the requested

cancellation date. Scheduled Payments and Transfers, including recurring payments or transfers, will not be processed once the Service is cancelled.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to the Service may be canceled in whole or in part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account is closed or restricted for any reason, or if there has not been any Service activity for a period of 180 days, accessibility may automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees or other pending transfers or debits. In order to request reinstatement of the Service, you must contact our Internet Banking Department.

#### Exclusions of Warranties and Limitation of Damages

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS (e.g. upgrade anti-virus, malware), AND OPERATION OF YOUR COMPUTER. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FORGOING SHALL CONSTITUTE MIDLAND STATES BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

#### Assignment

You may not assign this Agreement to any other party. We may assign this Agreement at our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

#### Headings

The headings of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### Disputes

In the event of a dispute regarding the Service, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

#### Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Illinois.

#### Privacy

[View Midland's Privacy Policy](#)

#### Wire Transfers



**ONLINE BANKING SERVICES AGREEMENT APPENDIX: WIRE TRANSFER AGREEMENT**

THIS WIRE TRANSFER SERVICE APPENDIX (hereinafter, this "Appendix") is made by and between Midland States Bank ("Financial Institution") and you (the "Customer") and is incorporated by reference into the parties' Online Banking Services Agreement (the "Agreement"). This Appendix applies to all wire and funds transfer services made available by Bank to Customer pursuant to this Appendix (hereinafter the "Service"). The Service may be used in conjunction with the Online Banking Service, and this Appendix shall be construed consistently with the terms of the Business Online Banking Service, as applicable. All capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Agreement or the terms and conditions of the Business Online Banking Service as described therein, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective upon acceptance of the Online Banking Services Agreement.

**RECITAL**

A. This Agreement sets forth the rights, duties and obligations of Customer and Financial Institution with respect to the transfer of funds and includes one or more Schedules, which pertain to specific means for affecting such transfers.

**AGREEMENT**

1. **Authority.** Financial Institution, in accordance with its procedure, as it may from time to time establish, shall transfer funds from a Customer account to any other account, whether such other account is with Financial Institution or another financial institution, in accordance with instructions received from Authorized Representatives designated by Customer, subject to the authority granted to such Authorized Representatives. Financial Institution shall execute such wire transfer instructions in any order convenient to Financial Institution and shall select such means and routes for the transfer of funds, as it considers appropriate under the circumstances.

2. **Security Procedures.** Customer acknowledges receipt of Schedule A, "Wire Transfer Services Fact Sheet and Security Procedures", attached hereto. Customer and Financial Institution agree that the Security Procedures are commercially reasonable. Customer further acknowledges that the full scope of the Security Procedures, which Financial Institution offers and strongly recommends for wire transfers, is available only if Customer communicates directly with Financial Institution's Customer Care Representatives by telephone. If Customer attempts to communicate by any other method or otherwise not in accordance with the Security Procedures, Financial Institution shall not be required to execute such instructions, but if Financial Institution does so, Customer will be deemed to have refused the Security Procedures that Financial Institution offers and strongly recommends, and Customer will have agreed to be bound by any wire transfer, whether or not authorized, which is issued in Customer's name and accepted by Financial Institution in good faith. Financial Institution will modify the Security Procedures at such time or times and in such manner, as Financial Institution, in its absolute discretion, deems appropriate to meet prevailing standards of good banking practice. By continuing to use Financial Institution's wire transfer services after receipt of any modification of the Security Procedures, Customer agrees that the Security Procedures, as modified, are likewise commercially reasonable.

3. **Processing Date.** Financial Institution will act upon all transfer requests on the Business Day designated as the Value Date of the wire transfer, when received by Financial Institution's related cut-off time as set forth on Schedule A. Financial Institution will not guarantee that transfer requests received after the cut-off deadline will be processed on a same-day basis, but, in any event, such transfer requests will be processed no later than the following Business Day on which wire transfers are processed. For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday, or any other day on which banking institutions in the city in which Financial Institution has its principal place of business are generally closed and do not conduct general bank business. Financial Institution reserves the right to refuse a Wire Transfer request sent to a Wire Beneficiary currently or previously listed as a Specially Designated National by the Office of Foreign

Assets Control, or known to be committing or previously have committed fraud.

4. **Amendment or Cancellation of Transfers.** Customer shall have no right to amend or cancel a transfer request after its receipt by Financial Institution. However, Financial Institution shall make a reasonable effort to act on Customer's request for amendment or cancellation of a transfer request prior to the time that Financial Institution executes such transfer request, but shall have no liability if such amendment or cancellation is not effected.

5. **Beneficiary Information.** If a transfer request describes the intended beneficiary inconsistently by name and account number, then payment by the beneficiary's Financial Institution might be made on the basis of the account number even if it identifies a person different from the named beneficiary. If Customer is the originator of a transfer request containing an inconsistent name and account number, and the beneficiary's bank, including Financial Institution, without knowledge of the inconsistency, makes payment on the basis of the account number, then Customer is obligated to pay the amount which is directed to the account number given.

6. **Addresses.** Customer shall make every effort to provide a physical address for both the Beneficiary and the Beneficiary Bank. Transfer requests received without such information may be rejected. Financial Institution will make a reasonable effort to notify Customer of such rejection; provided, however, that Financial Institution shall not be liable for any failure to provide such notice.

7. **Collected Funds.** Financial Institution shall not be obligated to, but may act upon a transfer request that exceeds the amount of collected funds in Customer's account. If Financial Institution elects to make any transfer that exceeds the amount of collected funds, Customer shall be liable for any amount transferred in excess thereof, including a Collected Funds Waiver Fee and other fees where applicable.

8. **Distribution.** Customer shall be solely responsible for controlling the distribution and safekeeping of, and access to, the Security Procedures, personal identification numbers ("PINs"), online banking passwords, telephone numbers, or any other confidential code Financial Institution may assign. Pursuant to the Security Procedures, any transfer request accompanied by an appropriate PIN or password will be deemed to have been made by Customer's Authorized Representative.

9. **Additional Information.** Customer will supply any information Financial Institution may reasonably request evidencing any Customer Representative's authority to transfer funds or do any other act contemplated under this Agreement. Financial Institution shall be entitled to rely upon any written, oral or electronic notice or communication believed by it in good faith to be genuine and to have been signed or given by an authorized representative of Customer, and any such communication shall be deemed to have been signed or given by Customer. Customer agrees to notify Financial Institution immediately of any change to Authorized Representatives.

10. **Good Faith.** Customer assumes full responsibility for transfers initiated by an Authorized Representative and affected by Financial Institution in good faith and in accordance with this Agreement. Financial Institution shall be conclusively deemed to have discharged its duties to act in good faith and to exercise ordinary care in determining the authenticity of transfer request if it has followed the Security Procedures.

11. **Notification.** Transfer requests will be reflected on Customer's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Customer. Customer agrees to notify Financial Institution promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Financial Institution of any discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Customer agrees that Financial Institution shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to a transfer shown on such periodic statement. If Customer fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Financial Institution.

12. Account. Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting any account owned by Customer. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Financial Institution may debit any account maintained by Customer with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement. Upon request of Financial Institution, Customer agrees to promptly provide to Financial Institution such information pertaining to Customer's financial condition as Financial Institution may reasonably request.

13. Electronic Recording. Customer consents to the electronic recording of any communications between Customer and Financial Institution, including but not limited to telephone communications. If a dispute arises between Customer and Financial Institution with respect to one or more terms of any transfer request initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by Financial Institution in the ordinary course of business shall be conclusive as to the terms of the transfer request in dispute.

14. Liabilities; Indemnification. Financial Institution shall be required to perform only the services expressly provided for in this Agreement and shall be liable only for losses or damages caused by its failure to exercise ordinary care in the performance of said services. Customer and Financial Institution agree that Financial Institution's liability, if any, for loss of interest on any funds transaction shall be determined in accordance with the Rules of the National Council for Uniform Interest Compensation. In any event, Financial Institution shall not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses (including attorneys' fees) in connection with this Agreement or the services performed hereunder, including, without limitation, losses, damages, or expenses from subsequent dishonors resulting from Financial Institution's acts or omissions, even if Financial Institution has knowledge of the possibility thereof. Customer shall indemnify, defend and hold Financial Institution harmless from and against any and all claims, actions, losses, damages, suits, expenses (including attorneys' fees), fines and penalties arising from Financial Institution's performance of the services as authorized in this Agreement or from any breach of this Agreement or any other act or omission of Customer.

15. Force Majeure. Financial Institution shall not be liable for loss or damage resulting from any cause beyond its reasonable control, including, but not limited to, (a) Internet network failures or interruption of transmission or communications facilities, (b) compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agent thereof that delay or restrict performance hereunder, or (c) acts of God, acts of third parties including terrorist acts, unauthorized System access or intrusions, acts of civil or military authority, labor disputes, fires, embargoes, war or riot.

16. Notices, Instructions, Etc.

a. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

b. Financial Institution shall be entitled to rely on any written notice, including communications submitted through online banking, or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person.

c. Unless otherwise designated by like notice in writing by either party to the other, notices required herein shall be sent by US Mail, if to Company, at the address on file with the Financial Institution.

if to Financial Institution, addressed to:  
Midland States Bank  
1201 Network Centre Drive  
Effingham, Illinois 62401  
Attn: Customer Care

unless another address is substituted by notice delivered or sent as provided herein. Notices so mailed or delivered shall be deemed duly given upon deposit with the U.S. Postal service postage or delivery fee prepaid, addressed as above indicated.

17. **Payment for Services.** Customer shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Financial Institution's fee schedule. All fees and services are subject to change at any time upon notice to the Customer. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Customer with respect to the Account ("Account Disclosure").

18. **Non-Assignment.** Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

19. **Independent Contractor.** Financial Institution shall be an independent contractor with respect to its performance under this Agreement. This Agreement shall not constitute either party as an employee, agent, partner or joint venture of the other.

20. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

21. **Termination.** Customer may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately, followed by written notice of such termination to Customer within a reasonable time. Any termination of this Agreement shall not affect any of Financial Institution's rights and Customer's obligations with respect to transfers initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

22. **Amendments.** From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any attached Schedules. Such amendments shall become effective thirty (30) days after receipt of notice by Customer or such later date as may be stated in Financial Institution's notice to Customer.

23. **Entire Agreement.** This Agreement (including the Schedules attached hereto) together with the Account Disclosure, is the complete and exclusive statement of the agreement between Financial Institution and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Disclosure, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Financial Institution and Customer will constitute a modification of this Agreement or the security procedures or constitute an agreement between the Financial Institution and Customer, regardless of whatever practices and

procedures Financial Institution and Customer may use.

24. Customer Representations and Agreements; Indemnity. Customer shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including but not limited to the sanctions laws, regulations, and orders administered by OFAC.

25. Dollar Limits. The total dollar amount of wires originated by Customer to Financial Institution shall comply with the limits set forth by the Financial Institution. Customer may schedule Wire Transfers up to \$50,000 per transaction through online banking. Customer may schedule Wire Transfers up to \$100,000 per calendar date through online banking. Customer may schedule Wire Transfers up to \$500,000 per rolling calendar month through online banking.

26. Governing Law. This Agreement and the rights and obligations of Customer and Financial Institution shall be governed by the laws of the State of Illinois. This Agreement and the rights and obligations of Customer and Financial Institution shall also be governed by the 1989 Official Text of UCC-4A. All transfer requests, amendments and cancellations issued to Financial Institution in the name of Customer shall also be subject, where applicable, to Subpart B of Regulation J, 12CFR Part 210. Unless the context requires otherwise, any terms not defined in this Agreement shall have the meanings set forth in UCC-4A. The Customer acknowledges that it may not initiate wire transfers that violate U.S. laws.

## Schedule A

WIRE TRANSFER SERVICES  
FACT SHEET & SECURITY PROCEDURES

Wire Department Operating Hours. The Wire Department operating hours (Central Time) for Outgoing Wire Transfers are 8:30 AM - 4:00 PM.

All wire transfer activity received after the designated operating times will post on the next business day.

Wire transfers will not be processed on the following Federal Reserve Holidays as all divisions of Financial Institution are closed:

New Year's Day	Martin Luther King Jr. Day	Presidents Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day	

Wire Initiation. Customer shall provide the following information:

- Name, online banking password, and multi-factor authentication code;
- Amount of the transfer;
- Account to be debited;
- Receiving depository financial institution's name, ABA number and physical address;
- Beneficiary's name and physical address;
- Beneficiary's account to be credited;
- SWIFT Code, if applicable;
- IBAN number, if applicable; and
- Any special instructions to be included in the text of the wire.

Limits. Authorized Representatives shall not initiate a wire transfer that exceeds the limits provided.

Security Procedures. Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person.