



## Important Account Information

[Privacy Notice](#)  
[Terms and Conditions](#)  
[Funds Availability](#)  
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## PRIVACY NOTICE

FACTS	WHAT DOES MID AMERICA BANK DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	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.
<b>What?</b>	<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"> <li>■ Social Security number and checking account information</li> <li>■ Account balances and payment history</li> <li>■ Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Mid America Bank chooses to share; and whether you can limit this sharing.

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

<b>Questions?</b>	Call 573-635-0019 or go to <a href="http://www.midambk.com">www.midambk.com</a>
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What we do	
<b>How does Mid America Bank protect my personal information?</b>	<p>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.</p> <p>We maintain physical, electronic, and procedural safeguards to protect this information.</p>
<b>How does Mid America Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Open an account or deposit money</li> <li>■ Apply for a loan or pay your bills</li> <li>■ Use your debit card</li> </ul>

<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Mid America Bank does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Mid America Bank does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include financial product or services companies</i></li> </ul>

### TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Missouri and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution 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. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

#### 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, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

#### DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). 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. Unless prohibited by law, we

also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next 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 or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

## WITHDRAWALS

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any 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. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or 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 by our policy, 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 any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common).** This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - As Tenants In Common Without Survivorship (As Not As A Tenancy By The Entirety).** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Husband And Wife As A Tenancy By The Entirety.** This is an account in the name of two persons who are husband and wife as tenants by the entirety.

**Revocable Trust or Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri).** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form.** LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

## BUSINESS, ORGANIZATION, AND ASSOCIATION ACCOUNTS

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity.

We may require the governing body of the 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 entity.

## STOP PAYMENTS

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

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

You may stop payment on any item drawn on your account whether you sign the item or not. 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 oral 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.

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.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

#### **TELEPHONE TRANSFERS**

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

#### **AMENDMENTS AND TERMINATION**

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

#### **NOTICES**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

#### **STATEMENTS**

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

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

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

**Your Duty to Report Other Errors or Problems.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only).** For information on errors relating to electronic fund transfers (e.g., on-line, mobile, computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

#### **DIRECT DEPOSITS**

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

#### **TEMPORARY ACCOUNT AGREEMENT**

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

#### **SETOFF**

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (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), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable

for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### **CHECK PROCESSING**

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

#### **CHECK CASHING**

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

#### **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES**

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

#### **REMOTELY CREATED CHECKS**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

#### **UNLAWFUL INTERNET GAMBLING NOTICE**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

#### **ACH AND WIRE TRANSFERS**

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

#### **FACSIMILE SIGNATURES**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

#### **AUTHORIZED SIGNER (INDIVIDUAL ACCOUNTS ONLY)**

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

#### **RESTRICTIVE LEGENDS OR ENDORSEMENTS**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

#### **ACCOUNT TRANSFER**

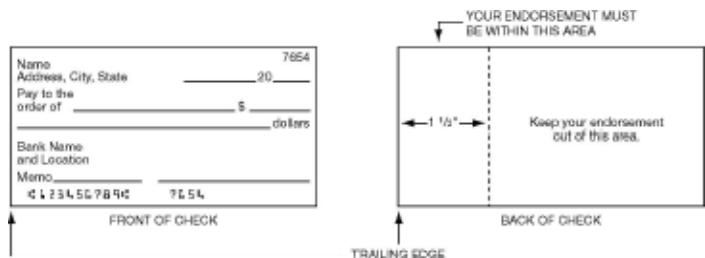
This account may not be transferred or assigned without our prior written consent.

#### ENDORSEMENTS

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

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

#### DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until:(a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

#### FIDUCIARY ACCOUNTS

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

#### CREDIT VERIFICATION

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

#### LEGAL ACTIONS AFFECTING YOUR ACCOUNT

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

#### ACCOUNT SECURITY

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

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

#### TELEPHONIC INSTRUCTIONS

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

#### **MONITORING AND RECORDING TELEPHONIC CALLS AND CONSENT TO RECEIVE COMMUNICATIONS**

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

#### **CLAIM OF LOSS**

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

#### **EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS)**

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

#### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### **RESOLVING ACCOUNT DISPUTES**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

#### **WAIVER OF NOTICES**

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

#### **ADDITIONAL TERMS**

Represented Items - If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Returned Item Fee (NSF) each time we return the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee.

Available Balance - We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Overdraft Privilege limit and any available Overdraft Protection. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Protection, but does NOT include the Overdraft Privilege Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Overdraft Privilege Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account, cash advance, or line of credit you may have with us for a fee or finance charge. Please note that cash advances and overdraft lines of credit are subject to credit approval.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee (as disclosed in our Schedule of Fees) to pay a transaction.

## TERMS AND CONDITIONS OVERDRAFT ADDENDUM UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

### **GENERALLY**

This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Privilege Program, and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining Your Available Balance.** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service.

**Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we may charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment Types.** Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment Order of Items" section below.

**Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, or coming into one of our branches.

**Funds Availability.** Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. 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. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment Order of Items.** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Our policy is:

The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, orders and other electronic transactions).

To assist you in handling your account with us, we are providing you with the following information regarding how we process those items.

This describes the posting order for purposes of determining overdrafts. The order in which items are presented may affect the total fees incurred by a customer. The first items to be paid are outgoing wire transfers. We then pay any account withdrawals or other internal bank transactions and transfers performed by our employees. Next, we pay ATM and other cash withdrawals. After paying these items, we will pay debit card transactions. We then pay any ACH items, followed by the payment of any checks. Next, we will pay automatic debit transactions, such as automatic account transfers and loan payments. Finally, we will pay any remaining items from lowest to highest dollar amount. All categories of transactions are paid from lowest to highest dollar amount. Because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return Item Fees assessed.

There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest and perhaps more important items (such as rent or mortgage payments) might not be paid.

However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft and NSF fees if funds are not available to pay all of the items.

In accordance with our Fee Schedule, accounts will be charged the standard Overdraft Fee for handling each overdraft created by check, ACH, Point-of-Sale, ATM withdrawal, in-person withdrawal, or other electronic item that is paid and our standard Return Fee for each item returned. If your business account's balance remains overdrawn for longer than seven (7) business days, we will charge your account a Continuous OD Fee in accordance with our Fee Schedule for each of the consecutive business days the account remains overdrawn, beginning with business day eight (8). An overdrawn balance must be repaid within thirty-two (32) days. We may not pay items under your Overdraft Privilege if you do not maintain your account in good standing by bringing your account to a positive balance within every thirty-two (32) day period for a minimum of 24 hours, if you default on any loan or other obligation to Mid America Bank or if your account is subject to any legal or administrative order or levy.

### **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to all transaction accounts only. Our policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the second business day after the day of the deposit.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks that you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day we are not open, we will consider the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made. The funds in the account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### **LONGER DELAYS MAY APPLY**

##### **Case-By-Case Delays**

In some cases, we will delay the availability of the funds you deposit by check. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of each day's total deposits will be available to you on the day after the deposit. We will notify you if we are going to delay the availability of deposited items and tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take action after you have left the premises, we will mail you a notice of hold no later than the first business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

##### **Exception Delays**

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

#### **RULES FOR MOBILE DEPOSIT CAPTURE (MDC) AVAILABILITY OF FUNDS**

Items transmitted using MDC are not subject to the funds availability requirements of Regulation CC. In general, images of items transmitted through MDC which are received and approved before 5:00 P.M. CST Monday-Friday will be effective on the current business day. Otherwise, we will consider the deposit was made on the next business day. Funds deposited using MDC will generally be available the business day following the deposit. In some cases we may not make funds deposited using MDC available in accordance with this general policy. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item you transmit through MDC where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases we will notify you of this action.

#### **ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

## **TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS**

### ***Praarranged Transfers***

- Praauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Praauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

### ***ATM Transfers***

You may access your account(s) by ATM using your ATM or Debit Card and personal identification number to:

- Get cash withdrawals from checking or savings accounts. You may withdraw no more than \$500.00 per day
- Transfer funds between checking and savings account(s)
- Get information about checking or savings account(s) with us

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

### ***Point-Of-Sale Transactions***

Using your card you may access your checking account(s) to purchase goods (in person, by phone, or by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may not exceed more than \$3,000.00 in transactions per day.

### ***Computer Transfers***

You may access your account(s) by computer by using [www.midambk.com](http://www.midambk.com) and using your account number, user ID, and password to:

- Transfer funds between checking and savings account(s)
- Transfer funds from an eligible account at our institution to an account you have at another institution
- Make payments from checking to loan accounts with us
- Make payments from checking and savings to checking, savings, and loans
- Get information about checking or savings account(s) with us
- Get account information for certificate of deposit, line of credit, or loans.

### ***Mobile Banking Transfers***

You may access your account(s) by web-enabled cell phone by downloading the Mid America Bank mobile application and using your User ID and Password to:

- Transfer funds between checking and savings account(s)
- Make payments from checking to loan accounts with us
- Make payments from Savings to loan accounts
- Get information about checking or savings account(s) with us
- Mobile Deposit Daily limit of \$3,000.00
- Send and request money through person-to-person (P2P) payments
- Deposit checks with Mobile Capture

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

### ***Electronic Fund Transfers Initiated By Third Parties***

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- 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 pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

## **GENERAL LIMITATIONS AND FEES**

Please refer to our fee schedule disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network 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).

## **DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

**Praauthorized 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 the telephone number listed below to find out whether or not the deposit has been made.

**In addition**, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly. You can call us at 573-635-0019 to find out whether or not a deposit has been made.

## **PRAUTHORIZED PAYMENTS**

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, 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.

We charge \$25.00 for each stop payment.

**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.

#### **FINANCIAL INSTITUTION'S 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 and damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If the transfer would go over the credit limit on your overdraft line.

If the automated teller machine where you are making the transfer does not have enough cash.

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

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 our agreement with you.

#### **CONFIDENTIALITY**

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

- (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 merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Mastercard Debit Card. Additional Limits on Liability for point of sale transactions.** You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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 involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 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 involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 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. 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.

**MID AMERICA BANK  
1511 FRIENDSHIP ROAD  
JEFFERSON CITY, MO 65101**

[www.midambk.com](http://www.midambk.com)

Business Days: Monday through Friday, Excluding Federal Holidays

Phone: (573) 635-0019

#### **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT - SUBSTITUTE CHECKS AND YOUR RIGHTS**

##### **WHAT IS A SUBSTITUTE CHECK?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **HOW DO I MAKE A CLAIM FOR A REFUND?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Mid America Bank  
1511 Friendship Road  
Wardsville, MO 65101  
573-635-0019

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

#### **OVERDRAFT COVERAGE OPTIONS: OVERDRAFT PROTECTION AND OVERDRAFT PRIVILEGE**

Life happens! Mid America Bank understands that unexpected overdrafts occur from time to time - Overdraft Coverage can help.

#### **OVERDRAFT COVERAGE OPTIONS**

The choice is yours. Consider these ways to cover overdrafts:

- Auto Sweep Overdraft Protection (Link to Another Deposit Account you have at Mid America Bank):
  - \$2 fee per transfer
- Overdraft Privilege:
  - No fee if your overdrawn balance is \$10 or less on any given day
  - \$15 Overdraft Fee for transactions \$50 or less
  - \$30 Overdraft Fee for transactions greater than \$50

Auto Sweep Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account you may have at Mid America Bank for a fee. Call us at (573) 635-0019, email us at [bookkeeping@midambk.com](mailto:bookkeeping@midambk.com), or come by a branch to sign up for this service.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Auto Sweep Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Standard Coverage includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, and teller window transactions. Please review the "What Else You Should Know" section included with this disclosure for other important information.

If you choose Overdraft Privilege Extended Coverage, ATM transactions and everyday debit card transactions will be included with the Standard Coverage transactions listed above.

If you would like to select Extended Coverage for future transactions:

- call us at (573) 635-0019
- e-mail us at [bookkeeping@midambk.com](mailto:bookkeeping@midambk.com)
- print and complete the consent form found at [www.midambk.com](http://www.midambk.com) and mail it to us
- visit any branch

If you already have Overdraft Privilege Extended Coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue Overdraft Privilege in its entirety by contacting us at (573) 635-0019, sending us an email at [bookkeeping@midambk.com](mailto:bookkeeping@midambk.com), or visiting any branch.

## WHAT ELSE YOU SHOULD KNOW

- A link to another account may be a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking and internet banking services to keep track of your balance. For additional financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).
- There is no fee if your account balance is overdrawn by \$10 or less on any given day. An Overdraft Fee of \$15 will be charged for each overdraft transaction of \$50 or less. An Overdraft Fee of \$30 will be charged for each overdraft transaction over \$50. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Item Fee of \$30. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, Mid America Bank will charge a Return Item Fee each time it returns the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item Mid America Bank may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee.
- If your business account's balance remains overdrawn for longer than seven (7) business days, we will charge your account a Continuous OD Fee of \$5 for each of the consecutive business days the account remains overdrawn, beginning with business day eight (8).
- For consumer accounts, there is a limit of \$150 Overdraft Fee and Return Item Fees per day we will charge. This exception does not apply to business accounts.
- This describes the posting order for purposes of determining overdrafts. The order in which items are presented may affect the total fees incurred by a customer. The first items to be paid are outgoing wire transfers. We then pay any account withdrawals or other internal bank transactions and transfers performed by our employees. Next, we pay ATM and other cash withdrawals. After paying these items, we will pay debit card transactions. We then pay any ACH items, followed by the payment of any checks. Next, we will pay automatic debit transactions, such as automatic account transfers and loan payments. Finally, we will pay any remaining items from lowest to highest dollar amount. All categories of transactions are paid from lowest to highest dollar amount. Because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return Item Fees assessed.
- Although under payment system rules, Mid America Bank may be obligated to pay some unauthorized debit card transactions, Mid America Bank will not authorize debit card or ATM transactions unless your account's available balance (including Overdraft Coverage Options) is sufficient to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available balance. If you consent to Extended Coverage on your consumer account, it will remain on your account until it is otherwise withdrawn.
- Mid America Bank authorizes and pays transactions using the available balance in your account. Mid America Bank may place a hold on deposited funds in accordance with our Funds Availability Disclosure, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of the Overdraft Privilege limit and any available Overdraft Protection. The available balance for authorizing ATM and everyday debit card transactions on accounts with Standard Coverage is the ledger balance, less any holds on deposited funds and any debit card holds, but does NOT include the Overdraft Privilege Limit. For accounts with Extended Coverage, the Overdraft Privilege Limit is included in the available balance for authorizing ATM and everyday debit card transactions.
- Please be aware that the Overdraft Privilege amount is not included in your available balance provided through online banking, mobile banking or Mid America Bank's ATMs.
- Mid America Bank will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.
- Except as described herein, Mid America Bank will not pay items if the available balance in your account (including the Overdraft Privilege limit, if applicable) is not sufficient to cover the item(s) and the amount of any fee(s).
- New consumer and business checking accounts will receive a \$100 Introductory Overdraft Privilege limit at account opening that will be increased to \$500 after 30 days in good standing for consumer accounts or to \$1,000 after 60 in good standing for business accounts.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Terms and Conditions of Your Account. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at (573) 635-0019 or visit a branch.

## TRUTH IN SAVINGS DISCLOSURES

These disclosures contain the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular. The rate information in these disclosures are current as of September 1, 2022. **For current rate and yield information, you may call us at (573) 635-0019.**

## SELECT CHECKING

**To Open the Account.** You must deposit at least \$25.00 to open this account.

**To Avoid Imposition of Fees.** A minimum balance fee of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$300.00 any day of the statement cycle.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank's Fee Schedule.

## REWARD CHECKING

**Rate Information:** The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers are variable and may change.

**Determination of Rate:** An interest rate of 3.00% and an annual percentage yield (APY) of 3.04% will apply to balances less than \$10,000 if minimum statement cycle requirements are met. Statement cycle requirements include (1) 16 MasterCard Debit card purchases that post and clear (2) Posted direct deposit(s) of at least \$200 and (3) Receive your statements electronically. ATM transactions do not count as MasterCard Debit Card purchases. If the balance is \$10,000 or more and meets the minimum statement cycle requirements, any amount of \$10,000 or more will earn an interest rate of 0.08% with an APY of 0.08%. The statement will reflect a blended rate. If statement cycle requirements are not met, the interest rate will be 0.02% with an APY of 0.02% for the total balance. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting:** Interest will be compounded monthly. Interest will be credited into this account monthly.

**To Open the Account.** You must deposit at least \$25.00 to open this account.

**To Avoid Imposition of Fees.** A \$3.95 service charge will be imposed each statement cycle. The service charge is refunded \$0.25 for each MasterCard debit card purchase that posts and clears during the statement cycle. ATM transactions do not count as MasterCard Debit Card purchases. When 16 or more debit card purchases post and clear during the statement cycle, the service charge is completely eliminated.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits:** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Additional Terms:** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

## **SUPERNOW ACCOUNT**

**Rate Information:** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers are variable and may change.

**Determination of Rate.** If your daily balance is \$25,000.00 or more, the interest rate paid on the entire balance in your account will be .15% with an annual percentage yield (APY) of .15%. If your daily balance is \$5,000.00 or more, but less than or equal to \$24,999.99, the interest rate paid on the entire balance in your account will be .10% with an annual percentage yield (APY) of .10%. If your daily balance is \$1,000.00 or more, but less than or equal to \$4,999.99, the interest rate paid on the entire balance in your account will be .05% with an annual percentage yield (APY) of .05%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting:** Interest will be compounded monthly. Interest will be credited into this account monthly.

**To Open the Account.** You must deposit at least \$1,000.00 to open this account.

**To Avoid Imposition of Fees.** A minimum balance fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 any day of the statement cycle.

**To Obtain the Annual Percentage Yield Disclosed.** You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** You may make an unlimited number of deposits into your account.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

## **MONEY MARKET ACCOUNT**

**Rate Information:** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers are variable and may change.

**Determination of Rate.** If your daily balance is \$500,000.00 or more, the interest rate paid on the entire balance in your account will be .25% with an annual percentage yield (APY) of .25%. If your daily balance is \$50,000.00 or more, but less than or equal to \$499,999.99, the interest rate paid on the entire balance in your account will be .20% with an APY of .20%. If your daily balance is \$25000.00 or more, but less than or equal to \$49,999.99, the interest rate paid on the entire balance in your account will be .15% with an APY of .15%. If your daily balance is \$10,000.00 or more, but less than or equal to \$24,999.99, the interest rate paid on the entire balance in your account will be .10% with an APY of .10%. If your daily balance is \$1,000.00 or more, but less than or equal to \$9,999.99, the interest rate paid on the entire balance in your account will be .05% with an APY of .05%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting:** Interest will be compounded monthly. Interest will be credited into this account monthly.

**To Open the Account.** You must deposit at least \$10,000.00 to open this account.

**To Avoid Imposition of Fees.** A minimum balance fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 any day of the statement cycle.

**To Obtain the Annual Percentage Yield Disclosed.** You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** You may make an unlimited number of deposits into your account.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

## **REGULAR SAVINGS ACCOUNT**

**Rate Information.** Your interest rate and annual percentage yield is variable and may change.

**Determination of Rate.** The interest rate for your account is 0.10% with an annual percentage yield of 0.10%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting:** Interest will be compounded semi-annually. Interest will be credited into this account semi-annually.

**To Open the Account.** You must deposit at least \$25.00 to open this account.

**To Obtain the Annual Percentage Yield Disclosed.** You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** You may make an unlimited number of deposits into your account.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

### PRIME TIME SAVINGS ACCOUNT

**Rate Information.** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

**Determination of Rate.** If you transfer a minimum of \$10 from any Mid America Bank account to your Prime Time savings account each statement cycle, the interest rate paid on the entire balance in your Prime Time savings account will be 0.15% with an Annual Percentage Yield (APY) of 0.15%. Without a qualifying automatic transfer, the interest rate paid on the entire balance in your Prime Time savings account will be 0.05% with an APY of 0.05%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting.** Interest will be compounded monthly. Interest will be credited into this account monthly.

**To Open the Account.** You must deposit at least \$25.00 to open this account. This account may only be opened in conjunction with a Mid America Bank personal checking account.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** You may make an unlimited number of deposits into your account.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

### JUNIOR EAGLE SAVINGS ACCOUNT

To qualify for this account, the primary accountholder must be under 18 years of age. A secondary accountholder of at least 18 years of age must be on the account.

**Rate Information:** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers are variable and may change.

**Determination of Rate.** An interest rate of 4.00% and an APY of 4.01% will apply to balances less than or equal to \$1,000. If the balance is more than \$1,000, any amount of greater than \$1,000 will earn an interest rate of 0.10% with an APY of 0.10%. The statement will reflect a blended rate.

At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting.** Interest will be compounded semi-annually. Interest will be credited into this account semi-annually.

**To Open the Account.** You must deposit at least \$5.00 to open this account.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Account Conversion.** Once the primary accountholder reaches 18 years of age, the account will be automatically converted to the Bank's Regular Savings account. Conversion from the Junior Eagle Savings Account to a Regular Savings account includes: The interest rate and annual percentage yield (APY) for the account will automatically convert to the current interest rate and annual percentage yield (APY) of the Bank's Regular Savings account. A minimum balance of \$25.00 must be maintained in the account each day to obtain the disclosed annual percentage yield.

**Transaction Limitations.** You may make an unlimited number of deposits into your account.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule

### HEALTH SAVINGS ACCOUNT (HSA)

**Rate Information.** Your interest rate and annual percentage yield is variable and may change.

**Determination of Rate.** The interest rate for your account is 0.10% with an annual percentage yield of 0.10%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting.** Interest will be compounded monthly and credited to the account monthly.

**To Open the Account.** A minimum opening deposit of at least \$25.00 is required to open this account. In addition to the minimum opening deposit, you must also pay a one-time setup fee of \$25.00 at account opening. Therefore, a minimum of \$50.00 is required to open this account (\$25.00 minimum opening deposit) and pay the account's one-time setup fee (\$25.00).

**Account Fees.** A one-time setup fee of \$25.00 will be imposed at account opening. A minimum balance fee of \$2.50 will be imposed each statement cycle if the balance in the account falls below \$2500.00 any day of the statement cycle.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** HSAs are subject to limitations and/or penalties imposed by the Internal Revenue Service (IRS). It is your responsibility to understand which expenses are HSA-qualified medical expenses. The account and the associated HSA debit card(s) will not differentiate between HSA-qualified and non-HSA-qualified medical expenses. A list of HSA qualified medical expenses can be found in IRS publications 502 and 969, as amended. You may make an unlimited number of deposits into your account.

### Contributions and Distributions.

- Deposits made to the account will be considered as current year contributions unless made in person and a contribution direction form has been completed and signed by you giving the bank specific directions to the contrary.

- All contributions and distributions are your responsibility and must be within IRS regulatory limits. Differences may exist between your High Deductible Health Plan year and the regulatory HSA plan year and should be taken into consideration when determining contributions/distributions made to/from the account.
- It is important to keep track of how much money you have in your HSA account. Funds must be on deposit before paying for a qualified medical expense.
- You may not withdraw funds (for example, complete a debit card transaction) from your HSA in an amount greater than your available balance.
- Mid America Bank is not permitted to extend credit on your HSA to pay items if your HSA is overdrawn. The IRS considers this a prohibited transaction, and it may result in disqualification of your HSA, resulting in applicable taxes, and penalties.
- You should review the HSA Agreement and consult your tax advisor for additional information.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

#### IRA SAVINGS ACCOUNT

**Rate Information.** Your interest rate and annual percentage yield is variable and may change.

**Determination of Rate.** The interest rate for your account is 0.85% with an annual percentage yield of 0.85%. At our discretion, we may change the interest rate on your account.

**Frequency of Rate Change.** We may change the interest rate on your account at our discretion.

**Compounding and Crediting.** Interest will be compounded semi-annually. Interest will be credited into this account semi-annually.

**To Open the Account.** You must deposit at least \$0.01 to open this account.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** 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.

**Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the first business day after the banking day of the deposit you deposit noncash items (for example, checks).

**Transaction Limitations.** Please refer to your IRA disclosure statement for information regarding transaction limitations.

**Additional Terms.** For additional fees that may apply to this account, see Mid America Bank Fee Schedule.

#### FEE SCHEDULE

ATM Cash Withdrawal @ Foreign ATM .....	\$ 1.50 / Transaction
Debit Card Replacement Fee .....	\$ 7.50 / Card
Check Printing .....	Fee Depends on Style of Checks Ordered
Cashier's Check Purchase.....	\$ 2.00 / Check
Temporary Checks and/or Deposit Tickets .....	\$ 2.00 / Page
Stop Payment Fee .....	\$ 25.00 / Item
Incoming Wire Fee .....	\$ 10.00 / Wire
Outgoing Wire Fee .....	\$ 15.00 / Wire
Outgoing International Wire Fee .....	\$ 35.00 / Wire
Foreign Item/Collection Fee.....	\$ 25.00 / Item
Auto Sweep Fee (per transaction) .....	\$ 2.00 / Transaction
Charged Back Deposited Item Fee .....	\$ 5.00 / Item

#### Overdraft Fees:

Return Item Fee.....	\$ 30.00 / Presentment
<i>There is a limit of \$150 per day on the total overdraft and/or return item fees we can charge you for overdrawning your consumer account.</i>	

Overdraft Fee - Transactions greater than \$50 .....	\$ 30.00/Transaction
Overdraft Fee - Transactions \$50 or less .....	\$ 15.00/Transaction

*No Overdraft Fee if your overdrawn balance is \$10 or less on any given day. There is a limit of \$150 per day on the total overdraft fees and /or return item fees we can charge you for overdrawning your consumer account.*

*Accounts will be charged the standard Overdraft fee for handling each overdraft created by check, ACH, Point-of Sale, ATM withdrawal, in-person withdrawal, or other electronic item that is paid and the standard Return Item Fee for items returned. If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Return Item (NSF) Fee each time we return the item because it exceeds the available balance in your account. If, on representment of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee.*

Inactive/Dormant Fee – Savings .....	\$ 10.00
<i>Account considered inactive/dormant if no activity for 12 months; Fee charged Semi-annually if the balance falls below \$50.00</i>	
Inactive/Dormant Fee – Checking .....	\$ 10.00
<i>Account considered inactive/dormant if no activity for 12 months; Fee charged monthly if the balance falls below \$50.00.</i>	
Copy of Past Statements .....	\$ 5.00 / Statement
Copy of Current Activity / Statement .....	\$ 1.00 / Page
Copy of Imaged Checks .....	\$ 1.00 / Page
Non-Customer Coin Exchange .....	10% of Total Amount
Non-Customer Cashing On-Us Check(s) (NO Charge up to \$500.00).....	1% of Total Amount
Customer Research or Balancing .....	\$ 25.00 / Hour
Garnishments / Levies / Subpoenas .....	\$ 75.00 / Processing
Transfer Request Fee.....	\$ 2.00 / Transfer
Paper Statement Fee (e-Statements No Charge) .....	\$ 3.00 / Statement
Coin & Currency Order Fulfillment .....	\$ 40.00 / Month
Safe Deposit Key Replacement .....	\$ 25.00 / Key
Safe Deposit Box Drilled Fee.....	\$ 75.00 per Box Drilled
Account To Account Transfers.....	\$ 2.00 / Transfer
<i>Outgoing Transfers are \$2.00. Incoming transfers are free.</i>	

### SAFE DEPOSIT BOX ANNUAL RENTAL FEES

#### **WARDSVILLE**

4.5" X 4.5"	\$25.00
2.5" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$70.00

#### **HOLTS SUMMIT**

3" X 5"	\$25.00
3" X 10"	\$35.00
5" X 10"	\$45.00
10" X 10"	\$70.00

#### **LINN**

5" X 5"	\$20.00
3" X 10"	\$25.00
5" X 10"	\$35.00
10" X 10"	\$70.00

#### **BELLE**

3" X 10"	\$25.00
5" X 10"	\$35.00
10" X 10"	\$50.00

#### **META**

4" X 3"	\$20.00
4.5" X 4.5"	\$25.00
3" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$70.00

#### **JEFFERSON CITY**

3" X 10"	\$25.00
5" X 10"	\$40.00
10" X 10"	\$75.00

#### **ST. ELIZABETH**

3" X 5"	\$15.00
5" X 5"	\$22.00
3" X 10"	\$27.00
4" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$65.00

#### **MARYS HOME**

3" X 5"	\$15.00
5" X 5"	\$22.00
3" X 10"	\$27.00
4" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$65.00

#### **FREEBURG**

3" X 5"	\$15.00
5" X 5"	\$22.00
3" X 10"	\$27.00
4" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$65.00

#### **OSAGE BEACH**

3" X 5"	\$15.00
5" X 5"	\$22.00
3" X 10"	\$27.00
4" X 10"	\$30.00
5" X 10"	\$35.00
10" X 10"	\$65.00

**Upon merger, Bank of St. Elizabeth customers shall no longer receive a \$5.00 discount for automatic transfer of safe deposit box rental payments.**