

Notice of Change to Our Funds Availability Policy and the Terms and Conditions of Your Account

The Funds Availability changes are effective immediately.

Important new information about making withdrawals from your account - We are making changes to our funds availability policy with you. The dollar amounts in ***bold italics*** have increased. The result of this change is that, in the circumstance when the updated dollar amounts apply, more money will be made available to you sooner.

Funds Availability

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from most check deposits available to you on the first business day after the day we receive your deposit. Generally, checks drawn on us and our cashier's checks will be available on the day we receive the deposits; however, funds will not be available at an Automated Teller Machine (ATM), for online banking transfers, and debit card access until the first business day after the day we receive your deposit. Electronic direct deposits (including preauthorized credits such as payroll and social security payments), wire transfers, and cash deposits will be available on the day we receive the deposits. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.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 closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made at our night depository or through our lock box service are considered received on the business day they are removed from the facility and are available for processing.

If you make a deposit at an ATM before 9:00 P.M. CST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 9:00 P.M. CST or on a day we are not open, we will consider that 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 account. 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 another account with us. The funds in the other 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 not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit (or same day we receive your deposit for checks drawn on us and North Shore Bank official checks). 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 **\$300** of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day (or same day we receive your deposit for checks drawn on us and North Shore Bank and Illinois State Bank official checks), we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

Safeguard exceptions. 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 **\$6,000** 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 **\$6,000** 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 **\$6,000** 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 **\$6,000** 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 fifth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the first business day after the day of your deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

ATMs that we own or operate include ATMs located on our property, within any of our branches or within 50 feet of any of our branches.

The Terms and Conditions changes are effective immediately.

Important changes to the terms and conditions of your account - This is a notice of changes to the Terms and Conditions of your account with us. All other areas of the Understanding Your Deposit Account Terms and Conditions that have not changed remain in effect. If you would like a copy of the entire Understanding Your Deposit Account Terms and Conditions, please contact our Customer Assistance number at 1-877-672-2265 or stop by one of our branch offices. Continued use of your account(s) after receipt of these terms and conditions constitutes acceptance of, and agreement to, the terms and conditions.

TERMS AND CONDITIONS OF YOUR ACCOUNT

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 shall be governed by and construed in accordance with applicable federal laws and, to the extent applicable to us as a federally chartered savings bank, the laws of the State of Wisconsin, without regard to its conflicts of law provisions. 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 North Shore Bank (including Illinois State Bank FSB) 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 including an authorized agent or authorized signer. 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.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - 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. We need not remind you of our recording before each phone conversation. You agree, in order for us to service your account, provide you with relevant information regarding your account(s), to collect any amounts you may owe, or provide you with marketing or promotional information, you agree that: (1) North Shore Bank, FSB (including Illinois State Bank FSB) (“We”) may contact you by telephone or mobile phone at any telephone number or mobile number associated with your account(s), including wireless telephone numbers, which could result in charges to you; (2) We may contact you by sending text messages or emails, using any email address or mobile phone number you provide to us; and (3) if you update or change your contact information, you will notify us of the change or update and provide us with your current contact information. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

CUSTOMER IDENTIFICATION PROGRAM - 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. Even if you are an existing customer, we may ask you to provide information and documentation because it was not collected previously or to update our records. If for any reason, the information needed to verify your identity is not provided, your account(s) may be blocked or closed.

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, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. 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 it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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. If the account balance falls to zero, we may consider the account to be voluntarily closed by you as of that date. We will have no liability for any transaction that you intend to occur after the account is closed.

UNDERSTANDING ACCOUNT BALANCES, OVERDRAFTS, AND OVERDRAFT HANDLING -

Generally - This section contains information about your account balances, nonsufficient funds and overdraft handling. Understanding these concepts is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. The following terms are important to help you understand this information.

“Current Balance” also known as “Account Balance” or “Ledger Balance” means the funds in your account, including deposits and withdrawals made to date. Not all your transactions will be immediately reflected. As a result, only part of this balance may be available for withdrawal. The current balance does not include checks or payments, including debit card transactions, that you have initiated but have not yet cleared your account.

“Available Balance” means the amount of money that can be withdrawn at a point in time. The Available Balance will be less than the Account Balance when there are pending transactions such as:

- Funds held from deposits: These funds have been deposited, but are not yet fully available for withdrawal or transfer.
- Funds held for debit card authorizations: This reflects merchant-authorized requests for payment, when the final charge has not been submitted by the merchant. ATM and PIN based debit card transactions usually post the same business day and other everyday signature-based debit card transactions usually post within 4 business days. This means that your available balance may not accurately reflect pending debit card authorizations until the transaction is received by us and paid from your account (i.e., posted). Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to the merchant still applies.
- Any other holds on funds in your account.

The Available Balance does not reflect every transaction you have initiated or previously authorized. Items that may not be reflected in your Available Balance include, but are not limited to:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or processing).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount from gas station, but the authorized amount may be different from the final charge.
- Scheduled bill payments or other direct payments to other people that have not yet been processed.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account where we have released the transaction authorization hold and the transaction is sent for payment from your account at a later date.

North Shore Bank authorizes and pays transactions using the available balance in your account. If you have Standard Coverage, the available balance for checks, ACH items, and recurring debit card transactions includes the amount of the Overdraft Privilege limit and any available Overdraft Protection. The available balance for ATM and everyday debit card transactions on accounts includes any available Overdraft Protection, 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.

If your account is overdrawn after the hold funds are added to the available balance and the transaction is posted to the available balance, an overdraft/non-sufficient fund fee may be assessed. You may incur an overdraft fee even though the available balance appeared to show there were enough funds to cover a transaction at the time it was authorized because other outstanding checks or payments you have authorized may be presented and paid by us before the debit card transaction is presented to us for payment posting. See the Overdraft Example with Available Balance for more information.

Funds availability - Knowing when funds you deposit into your checking account will be made available for withdrawal is an important concept that can help you avoid being assessed fees or charges. Please see the funds availability section of this agreement 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.

“Nonsufficient funds” means you do not have enough available funds in your account to pay the withdrawals you are attempting from that account. Having insufficient funds in your account could lead to returned items, which refers to any transaction that we return because it exceeds your Available Balance on a given day.

“Overdraft” means one or more transactions caused the Available Balance on an account to become a negative number. An overdraft can happen, for example:

- by writing a check without enough money to pay the check, and we pay the item;
- by authorizing a withdrawal (such as an ACH or debit card) from your account that exceeds your Available Balance;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account;
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft; or
- when fees such as monthly maintenance fees are charged and you do not have sufficient funds to cover.

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. Services such as Mobile Banking, Online Banking, Telephone Banking, ATM Balance Inquiries, and alerts can help you monitor your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

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.

North Shore Bank processes transactions Monday-Friday, excluding holidays in the following order: If the account is set up for mobile deposit or remote deposit capture credits, deposits received prior to previous business day's cut off times are posted to the account. Next, we post your ACH debit and credit transactions throughout the day based on the date and time the bank receives them. Next, for teller transactions, PIN debit card purchases, ATM deposit and withdrawals, internet or phone transfers, both debits and credits post to the account based on the date and time the customer performs them. Next, signature debit card transactions post at the date and time the bank receives them. Checks are processed in sequential order. Last, monthly interest credit and any monthly service charge fees post to the account.

Overdraft Example with Available Balance

Assume your current balance and available balance are \$100. On Monday, if you write a check for \$60, your balances will not change because the Bank does not know the amount of the check you wrote until it is received for payment. See the definition of available balance to understand the types of payments that the Bank doesn't know until they are presented for payment. On Wednesday, you make a \$90 purchase using your debit card. The merchant could ask us to authorize the payment and we'd look to the available balance to make that decision. Once authorized, we are obligated to pay the merchant, even if they do not submit the transaction for several days. We will place a temporary hold on your account for the amount the merchant submitted for the current business day. The hold is released prior to processing other transactions at the end of the business day. On Wednesday, the check you wrote on Monday is also received by us for payment. After all payments are processed on Wednesday, your current and available balances are both \$40, reduced by the amount of Monday's check. On Thursday, the merchant submits the transaction for payment (which could actually be several days later), your current balance will be reduced by the amount of the merchant transaction. Your new current balance and available balance will now be negative \$50. This will result in an overdraft fee for the \$90 debit card transaction, even though your available balance was sufficient at the time the merchant originally authorized the payment.

| Transaction Description | Current Balance End of Day | Available Balance End of Day |
|---|---|------------------------------|
| Monday – Beginning Balance | \$100 | \$100 |
| Monday – Check written for \$60* | \$100* | \$100* |
| Wednesday - \$90 purchase using debit card. Transaction is authorized by looking at the available balance. | | |
| Wednesday – Monday's check for \$60 is received for payment posting. | \$40** | \$40** |
| Thursday – Wednesday's debit card purchase is received for payment posting. | -\$50 | -\$50 |
| Friday – Your account is overdrawn and a Non-Sufficient Funds/Overdraft charge will be assessed for the debit card transaction. | See Service and Fee Brochure for information on fees. | |

*The check doesn't post to the account right away. The bank doesn't know what checks you issued until they are received for payment, so the balances remain the same.

**The debit card authorization is held for the current business day, and then released before nightly processing so the balance is only reduced by the check amount on Wednesday.

Overdraft handling - Generally, an overdraft occurs when there is not enough money in your account to pay the full amount of a check(s) or other debit transaction items (including electronic funds transfers) posting to your account, but we pay (or cover) the transaction anyway. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. As items are presented for payment against your account, if we pay transactions into overdraft, or do not pay items and return them unpaid, we may charge an Overdraft/Non-Sufficient Funds charge.

If an item is returned because the available balance in your account is non-sufficient to cover the item and the item is presented for payment again, you agree that North Shore Bank can charge a non-sufficient funds 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, Northshore Bank may pay the item, and, if payment causes an overdraft, you agree that North Shore bank can charge an overdraft fee.

We do not have to notify you if your account does not have sufficient funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the item. We limit the number of charges per processing day (see our separate Services and Fees schedule to view the current limit) and there is a daily charge for each day the account remains at a negative balance. If we exercise our right to use our discretion to pay an overdraft, we may not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. Checks or other debit transactions (including electronic funds transfers) may not be processed in the order you made them or in the order we receive them. The order in which we process checks and other items on your account may affect the total amount of overdraft fees that may be charged to your account. Contact us if you want additional information on how we pay checks and process other transfers and withdrawals.

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 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. 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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Overdraft Privilege - Eligible consumer and business checking accounts receive Standard Overdraft Privilege Coverage. The amount of coverage will be communicated to you separately if applicable. Under Standard Overdraft Privilege Coverage we will authorize and pay overdrafts for these types of transactions at our discretion:

- Checks;
- ACH-debits;
- Recurring debit card transactions, for example setting up your debit card to automatically pay a monthly gym membership;
- Online bill pay items; and
- Teller transactions

We may restrict your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege limit. 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 discontinued 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 25 business days for a minimum of one business day.

Extended Coverage - In addition to Standard Overdraft Privilege Coverage, you may have the option to opt-in to Extended Coverage. Upon opening your consumer checking account, you will receive information advising you of your choice to say 'Yes' or 'No' to Extended Coverage. Eligible business accounts are automatically granted Extended Coverage.

If you say 'Yes'

If you say 'Yes', you allow us to authorize and pay ATM and everyday debit card transactions (purchases made with your debit card on a day-to-day basis) that may cause the Available Balance in your account to become negative. If this happens we may charge an Overdraft/Non-Sufficient Funds Charge. Giving us your consent on your consumer account to pay every day debit card and ATM overdrafts may result in you incurring overdraft/non-sufficient funds fee for transactions that we would otherwise be required to pay without assessing an overdraft/non-sufficient funds 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 funds that could result in restriction of your debit card.

If you say 'No'

If you choose to say 'No', you do not allow us to authorize ATM and everyday debit card transactions into a negative Available Balance. If we do not authorize and pay an overdraft your transaction will be declined and you will not be charged a fee. However, your Available Balance may become negative because of intervening transactions we did not know about at the time of authorization.

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 calendar 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 calendar 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 calendar-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 calendar days. Failure to examine your statement and items and report any errors to us within 60 calendar 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.

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. We may decline payment of a check or other item drawn against your account that is presented for payment over the counter at the bank.

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 for business product types can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks/ACH, a lot of checks to the general public, or checks for large dollar amounts.



NORTH SHORE BANK