## FIRST FEDERAL SAVINGS BANK OF CHAMPAIGN-URBANA COMMERCIAL ACCOUNT TERMS & CONDITIONS

**Our Relationship**. Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care.

**Checks.** If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all imaged checks and statements as soon as you receive them.

Checks Lost or Stolen. You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed." You will be responsible for issuing any replacement checks.

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume all risk of loss of an item in the process of collection. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit, and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit and collection. We will not be liable to you if an item is lost in the process of collection, provided that we exercised ordinary care in handling the item. In no event will we be liable to you if you cannot identify the maker of the lost item.

**Monitoring Your Account.** We provide multiple ways for you to monitor your account (online, mobile and telephone banking). Each of these methods provides real-time transaction history and are available 24 hours a day/7 days a week. You must examine your account with reasonable promptness.

Statements, Notices and Checks. If we provide you with a statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. "Statement" is defined as any presentation of a detailed record of your account, listing debits, credits, transfers between related parties, and service charges which have posted to your account. Statement information is available digitally online, through mobile access, and through telephone banking 24-hours a day, seven days a week. You also may call the bank or come into one of our locations during banking hours to receive a printout of your account transactions. You agree to notify us immediately of any error, discrepancy or unauthorized transaction effecting your account that you discover on any statement, transaction history, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you are a business, you agree not to entrust the writing of checks and the reconcilement and review of your account statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

**Unauthorized Transactions.** You are in the best position to discover and report any unauthorized charge to your account. Without regard to care or lack of care of either you or us, if you do not discover and report any such unauthorized transactions within one business day after the transaction or item posts to your account, and the information is made available to you, you are precluded from asserting the unauthorized transaction against us.

Changes In Account Ownership, Address and Authorized Signers. You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card before any change in ownership or authorized signers becomes effective. If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so. (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan.) In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

**Authorized Signers**. Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us.

**Terms Not Specifically Listed**. This is not a comprehensive account of commercial terms. All other terms and conditions are governed by the prevailing Uniform Commercial Code of Illinois.

These Terms & Conditions have been provided to me on this date	
Signature	