

# ONLINE LOAN PAYMENT DISCLOSURES

Revised 3-23-21

These disclosures apply when you make a loan payment through Banterra's website, not through Banterra's Digital Banking.

## One-Time Payment

By agreeing to these terms and conditions ("Terms & Conditions"), you authorize Banterra Bank and processor FirsTech Inc. to initiate a one-time ACH debit to the bank account or charge to credit card you have entered on this payment site. A 2.5% processing fee will be assessed to all credit card transactions. No processing fee will be charged for ACH payments. This authorization is for a single entry. I also authorize Banterra Bank and/or FirsTech Inc. to attempt to withdraw my payment up to an additional two (2) times should the initial scheduled attempt be rejected due to insufficient funds. A \$25.00 fee will be assessed for returned payments.

Your authorization is dated today. Once a payment has been submitted, it cannot be cancelled. All bank account payments made after 2:00 PM CST will be processed on the following business day. Business days consist of Monday through Friday with the exception of federal holidays. Credit card payments are processed immediately. It may take one to two business days for the payment to be reflected and applied to your Banterra Bank account, but all payments will be back-dated to the day you actually made them so long as they are made prior to the 2:00 PM CST cutoff. If your payment needs to be credited on today's business, but have missed the 2:00 PM CST cutoff time, please make your payment at one of our branch locations, or call (618) 997-2760, then press Option 1, followed by Option 6. By agreeing to these Terms & Conditions, you authorize Banterra Bank and processor FirsTech Inc. to initiate a one-time debit to the bank account or credit card you have entered on this payment site. To revoke authorization, contact our Credit Remediation Department at 618.997.2760.

When using particular services on this site, users shall be subject to any posted rules applicable to such services that may contain terms and conditions in addition to those in these Terms & Conditions. All such guidelines or rules are hereby incorporated by reference into these Terms & Conditions.

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms & Conditions. Your continued use of this site after such changes or updates will constitute acknowledgement of any modifications in the Terms & Conditions and agreement to abide and be bound by the modified Terms & Conditions.

All data collected on this site is done to facilitate credit card and ACH transactions. Our policy is not to disclose any information with any third party unless required by law. If, at any time, the privacy policy changes, it will be conveyed on the website.

By accessing this site or by using any communication features that are included, you are electronically communicating with us. Such use constitutes consent to the receipt of electronic communications via email or other electronic means. Such use also confirms that all communications we provide to you electronically, satisfy legal requirements that such communications be in writing, if applicable.

This site and all site design (including but not limited to text, content, photographs, video, audio, interfaces, graphics, and the selection and the arrangement thereof) are protected by patents, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the United States. You agree to honor all applicable patent, trademark, copyright, and other laws. You also agree to accept any additional patent, trademark, and copyright notices or restrictions contained on the site. Any use of materials on the site, other than as permitted by agreement (including reproduction, modification, distribution, or republication) without prior written permission, is prohibited.



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## ONLINE LOAN PAYMENT DISCLOSURES (cont'd)

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You indemnify and hold harmless Banterra Bank and its employees, representatives, agents, and suppliers against any claim, suit, action, or other proceeding brought by a third party. This indemnification applies to the extent that such claim, suit, action or other proceeding is brought against Banterra Bank, its employees, representatives, suppliers, and agents based on or arising in connection with the site. Such items include but are not limited to: (i) your use or someone using your computer; (ii) a violation of the Terms & Conditions by you or anyone using your computer; (iii) a claim that any use of the site by you or someone using your computer infringes any intellectual property right of any third party, or any right of personality or publicity; (iv) a claim that any such use is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of the site by you or someone using your computer. You agree to pay any and all costs, damages, and expenses; this includes but is not limited to reasonable attorneys' fees and costs. These fees and costs cover awards in connection with (that is, against, or arising from, or otherwise incurred by) any such claim, suit, action, or proceeding attributable to any such claim. Banterra Bank will not be liable for any damage or loss arising from failure to comply with these Terms & Conditions.

IN NO EVENT WILL BANTERRA BANK BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

You irrevocably agree that all actions or proceedings arising out of, from or related to these Terms & Conditions shall be litigated in Circuit Court of Williamson County, Illinois or if Federal Jurisdiction is invoked, the United States District Court for the Southern District of Illinois.

By using and accessing the site, you represent and warrant that you have read, acknowledge, and agree to be bound by these Terms & Conditions. You further represent and agree that you will comply with all US law regarding the transmission of any data obtained from the site in accordance with the Terms & Conditions and you will not use the site for illegal purposes.

Print this authorization and retain a copy for your records.



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# MORTGAGE - ONLINE APPLICATION DISCLOSURES

Revised 3-23-21

## Agree To Receive Disclosures Electronically

These disclosures will be provided to you in electronic format during the online mortgage application process, but you will have to provide your consent in order to do so. You will be asked to carefully review the agreement, and select the "I Agree" button during online application process. The agreement is only for the receipt of disclosures, not for the content of disclosures themselves.

## Your Consent To Do Business Electronically (the eDisclosure Agreement)

The loan for which you are applying involves various disclosures, records, and documents ("Loan Documents"), including this eDisclosure Agreement. The purpose of this eDisclosure Agreement is to obtain your consent to receive certain loan documents from Banterra in electronic form rather than in paper form. With your consent, you will also be able to sign and authorize these loan documents electronically, rather than on paper.

Before we can engage in this transaction electronically, it is important that you understand your rights and responsibilities. Please read the following and affirm your consent to conduct business with us electronically. For purposes of this eDisclosure Agreement, "eDisclosures" means the loan documents related to this transaction that are provided electronically, "You" and "Your" mean the borrower(s) under the applicable loan to which such loan documents apply, and "We", "Our" and "Us" mean the applicable mortgage broker(s), loan processor(s) or mortgage banker(s) with whom You are transacting business for such loan(s).

## Your Consent

Your consent to participate in this transaction electronically will apply to all Loan Documents for the applicable loans for which You are applying. If You provide Your consent by clicking the "I agree" button at the bottom of the page, We will conduct this transaction electronically, instead of providing You with the Loan Documents in paper form.

If a document related to Your loan is not available in electronic form, a paper copy will be provided to You free of charge.

Conducting this transaction electronically is an option. If You choose not to accept receipt of eDisclosures, paper Loan Documents will be mailed to You.

If You do not consent to receive these Loan Documents electronically, or if You subsequently withdraw consent, You will be provided with paper copies of the Loan Documents for which You did not consent to receive electronically.

You will not be required to pay a fee for receiving paper copies of the Loan Documents.

## Withdrawal of Consent

You have the right to withdraw Your consent at any time. By declining or revoking Your consent to receive eDisclosures, We will provide You with the Loan Documents in paper form.

If You originally consent to receive eDisclosures, but later decide to withdraw Your consent, You can do so by clicking on the "I do not agree" button, or by notifying Us at: 3201 Banterra Dr., PO Box 310, Marion, IL 62959

If You originally consent to receive eDisclosures, but later withdraw Your consent, You will be provided with paper copies of the Loan Documents for which You did not consent to receive electronically.



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## Obtaining Paper Copies

After your consent is given, you may request from us paper copies of your loan documents. Please send this request to Us at: 3201 Banterra Dr., PO Box 310, Marion, IL 62959

If You request paper copies of the Loan Documents:

You will not be required to pay a fee for receiving paper copies of the Loan Documents.

## System Requirements

In order to receive eDisclosures, You must have a computer with Internet access and an Internet email account and address; an Internet browser using 128-bit encryption or higher, Adobe Acrobat 7.0 or higher, SSL encryption and access to a printer or the ability to download information in order to keep copies of Your eDisclosures for Your records.

If the software or hardware requirements change in the future, We will notify You of the change. If You choose to withdraw Your consent upon notification of the change, You will be able to do so without penalty. Paper copies of such Loan Documents will be mailed to You if You choose to withdraw Your consent.



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