

ELECTRONIC FUNDS TRANSFERS AND ATM'S

This section contains additional information regarding the rights and responsibilities you and we may have pertaining to electronic funds transfers and pertains only to accounts established primarily for personal, family, or household purposes. The term electronic funds transfers includes transfers of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing BankFinancial to debit or credit an account. This includes automated teller machine (ATM) and point of sale (POS) transfers, BankFinancial Visa Check Card transactions, direct deposits, pre-authorized withdrawals of funds, online banking, bill payment, electronic check conversion transactions, and telephone transfers. These services are provided only for customers who qualify and who have specifically arranged for these services.

Electronic Deposits/Withdrawals. If you provide authorization to accept deposits or honor withdrawals electronically, we will provide such services according to the policies and procedures of the Bank then in effect.

Preauthorized Deposits (Credits). You can arrange to have certain recurring payments (for example Social Security payments, payroll payments, or insurance or retirement payments) automatically deposited into a checking, NOW, savings, or MMDA account.

Pre-authorized Withdrawals (Debits). You can arrange to have certain recurring withdrawals (for example loan payments, or insurance premium payments) automatically paid from a checking, NOW, statement savings, or MMDA account. If you wish to terminate electronic withdrawals you must notify us and the payee at least three business days in advance of the next scheduled withdrawal.

BankFinancial Visa® Check Card or ATM Card and Point of Sale ("POS") Transactions. Your Visa Check Card may be used for transactions involving a checking or NOW account only. Your ATM card may be used for transactions involving a checking, NOW, statement savings, or MMDA account.

You may use your Visa Check Card to obtain Cash Advances or purchase goods or pay for services without a PIN at merchants or financial institutions that display a Visa logo up to \$2,500 per card each day unless we advise you that a different limit is applicable to your card.

You may use your Visa Check Card or ATM Card to:

- Purchase goods or pay for services using your card with a PIN at merchants that display a Visa or STAR logo.
- Obtain cash advances at any financial institution that displays a Visa Logo and some merchants that display a STAR logo

Perform the transactions listed below at any ATM (as available):

- Withdraw cash from a designated account
- Transfer funds between accounts at BankFinancial
- Perform a balance inquiry
- Make deposits to your BankFinancial checking or statement savings account

You may use your BankFinancial Visa Check Card or ATM Card for purchases with PIN and cash advances up to \$1,500 per card per day, or you may withdraw from ATMs up to \$500 per card per day unless we advise you that a different limit is applicable to your Card. We are not required to make a transfer from your account if you have insufficient funds to cover the transfer.

All transactions initiated through any ATM are subject to verification. Transactions made after 2:00 p.m. on any business day or on a non-business day will not be processed until the following business day.

Bank-by-Phone. Using your PIN and touch tone telephone, you may access your checking, NOW, Money Market, or savings account(s). You may review the Bank-by-Phone services we offer by referring to our Electronic Banking & Express Access Services brochure.

Online Banking. Online banking is available via our Internet Branch www.bankfinancial.com. Using your PIN and personal computer you may access your checking, NOW, Money Market, or savings account online. You may review the online banking services that we offer and the terms of our Online Banking Agreement by visiting our Internet Branch at www.bankfinancial.com. Your online banking transactions are subject to the terms of this Agreement and our Online Banking Agreement.

You may also separately apply to use the Bill Payment Service offered by BankFinancial to receive and pay bills online. (Terms and conditions for online bill payment services will be provided to you separately at the time you are accepted for this service.)

Electronic Fund Transfers Initiated by a Third Party. 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. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction 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 who you have authorized to initiate these electronic fund transfers.

Limitations on Frequency of Transfers. No more than six pre-authorized, automatic, online or telephone transfers may be made in any statement cycle period from your statement savings or money market account to another account you maintain with us or to a third party; no more than three of these six transfers may be made by check, draft, debit card, or similar order made payable to a third party. Transfers made through our Internet Branch or Bank-By-Phone count as one of the six pre-authorized transfers.

Service Fees. Certain electronic funds transfers may be subject to a service fee. Service fees currently in effect are disclosed on the Account Holder Fee Schedule. The service fees are subject to change at any time. You authorize us to deduct any service fees directly from your designated account or any other account if you have an insufficient available balance in your designated account. In addition, when you use an ATM not owned by us, the owner of the ATM terminal may charge you a fee.

Card Services Security. You are the only authorized user of your Card and your secret Personal Identification Number ("PIN"). You agree not to give anyone else your card. You agree not to reveal your PIN to anyone or to keep it written on or with your Card. You also agree to notify us promptly of any loss or theft of your Card or PIN.

Bank-by-Phone and Online Banking Security. A Personal Identification Number ("PIN") and an Access Number are needed to access your accounts through Bank-by-Phone or Online Banking. Your access to those systems will be denied if you don't enter the correct Access Number and PIN. You agree not to reveal your PIN or Access Number to anyone and to notify us promptly of any loss or theft of your Access Number or PIN.

Documentation of Transactions. For ATM transactions, you will receive a receipt each time you use your Card to make transactions (except for balance inquiries) at an ATM, unless the terminal is not working properly or you elect not to receive a receipt. For Point-of-Sale transactions, you will get a receipt from the merchant.

If you have arranged to have electronic deposits made to your account from the same payer at least once every 60 calendar days, you can verify online at www.bankfinancial.com, call Bank-by-Phone at (800) 244-2265 or call us at (888) 409-5100 to find out whether we received your deposit. These electronic deposits will also appear on the periodic account statements mailed to you. You acknowledge and agree that we are not required to provide any other written notice to you concerning the receipt of your deposits. You will receive a statement for any month in which there was an electronic funds transfer made to or from your account. At your request, we will update your passbook during regular lobby business hours at any BankFinancial, F.S.B. office or by mail.

If your regular electronic payments may vary in amount, the person or company you are paying will notify you at least ten calendar days before each payment about the date and amount of the payment. You may ask your payee to notify you only if the payment would differ by more than a certain amount from the previous payment or when the amount would exceed certain limits established by you.

Stop Payments. If you have authorized regular electronic payments from your account, you may stop any of these payments by calling us at (888) 409-5100 or writing our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL 60415 in time for us to receive your request three business days or more before the scheduled transfer date. If you call, we will also require you to confirm your request in writing within fourteen calendar days. Each stop payment is subject to the Account Holder Fee Schedule then in effect.

If we receive your stop payment order three business days or more before the scheduled transfer date, and we fail to execute the stop payment order, we will be liable for your losses or damages to the extent provided in applicable law.

Unauthorized Transactions. Tell us at once if you believe there has been an unauthorized transaction on your account or your card and/or PIN has been lost or stolen. Telephoning us at (888) 409-5100 is the best way of minimizing your possible losses. After notifying us by telephone, you must also write our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL 60415 to confirm your telephone notification.

You could lose all the money in your account plus any amount available under your overdraft line of credit (if applicable). If you tell us within two business days after you learn of the loss, theft or unauthorized transaction, you can lose no more than \$50 if someone used your Card or PIN without your permission or if someone transfers funds from your account without your permission. However, you could lose as much as \$500 if:

- You do not notify us within two business days after you learn of the unauthorized transaction, loss or theft of your Card or PIN.
- We can prove that we could have stopped someone from using your Card or PIN or transferring funds without your permission if you had told us.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 calendar days after we mail your statement to you, you may not get back any money you lost after the 60 calendar 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 these time periods.

We may rely upon any authorization of any Funds Transfer Representative to transfer funds, including those drawn to the individual order of any such person or persons authorizing the transfer, without further inquiry or regard to the authority of said person or persons or the use of the proceeds of said transfers. Requirements of countersignature, multiple signatures or other limitations imposed with respect to the use of checks, drafts or written instructions are inapplicable to electronic funds transfer transactions.

Errors or Questions. In case of errors or questions about your electronic funds transfers call us at (888) 409-5100 or write us at our Electronic Banking Department, 6415 W. 95th Street, Chicago Ridge, IL 60415 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 calendar days after we sent the first statement on which the problem or error appeared and give us the following information:

- Tell us your name, account number and Card number (if applicable).
- Describe the error or the transfer and the date of the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us by telephone or in person, you must also send us your complaint or question in writing to our Electronic Banking Department at 6415 W. 95th Street, Chicago Ridge, IL 60415 within ten business days. We will notify you of the results of our investigation within ten business days after we hear from you and will correct any error promptly. We will notify you of the results of our investigation within 20 business days if the notice of error involves an electronic funds transfer to or from a new account. An account is considered a new account within 30 days after the first deposit to the account is made. If we need more time, however, we may take up to 45 days (90 days if the transfer involves 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 provisionally recredit your account within ten business days (20 days if the notice of error involves a new account) for the amount you think is in error so you will have use of the money during the time it takes us to complete our investigation. When we ask you to put your complaint or question in writing, we must receive it within 10 business days or we may not provisionally recredit your account.

If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation and we will debit your account for any amount provisionally recredited. You may ask us for copies of documents used in the investigation.

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 or damages, subject to certain exceptions. We will not be liable if, through no fault of ours, you do not have a sufficient available balance to complete the transfer; the transfer would exceed the credit limit on your overdraft line of credit (if applicable); the ATM where you are making the transfer does not have enough cash; if the ATM or system was working improperly and you knew about the breakdown when you started the transaction; if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; if any merchant refuses to honor your Card or if the account is subject to legal proceedings or other claims or actions. Except for your rights and our responsibilities actually stated in this Account Agreement and Disclosure Statement and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, injury or damage resulting from the use of your Card, any ATM's or other electronic funds transfer services and you waive all such claims.

Disclosure of Account Information. We may disclose information about your accounts under the following circumstances:

- When it is necessary to complete transfers or transactions or to send notice of nonpayment.
- To our accountants, attorneys or federal or state regulatory agencies with jurisdiction over the Bank.
- To exchange credit information, in the regular course of business, with other financial institutions or commercial enterprises, directly or through credit reporting agencies.
- To advise third parties of accounts closed for misuse.
- To furnish information to law enforcement authorities when we reasonably believe we have been the victim of a crime.
- To comply with government or court orders or to furnish any information required by statute.
- To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information.
- When we are attempting to collect an obligation owed to us.
- When otherwise permitted or required by law.

Business Days. Every day is a business day except Saturday, Sunday and federal holidays. Please note that some of our locations are open on days that are not considered business days.

Amendments. We may amend this Agreement at any time by giving you written notice of the change. If any amendment involves our electronic funds transfer services or ATM/Debit Cards and results in greater cost or liability to you, we will give you at least 21 calendar days notice by mailing a copy of such amendment to you at your address as shown in our records. Amendments shall be effective unless, before the effective date of the amendment, you return your Cards to us together with written notice that you do not accept the amendment. Upon said notice, we may discontinue all electronic funds transfer services to your account.

Termination. We may terminate or limit the electronic funds transfer services we offer to you under this Agreement, including revocation of your Card at any time. The Card and the PIN are our property and you agree to return them to us upon demand. The rules, regulations and agreements that govern your deposit accounts apply to all transactions initiated with the Card and to all other electronic funds transfers affecting those accounts.