

**BANK OF BOURBONNAIS  
ONLINE BANKING/BILL PAYMENT  
AGREEMENT AND DISCLOSURE**

**CONSUMER SERVICES AGREEMENT**

This Bank of Bourbonnais agreement (“Agreement”) governs your use of online banking and bill payment services by personal computer using the Internet with Bank of Bourbonnais’ consumer accounts. This Agreement only applies to consumer transactions. By applying for and using Online Banking services, you agree to be bound by this Agreement and accept its terms and conditions as they may be amended. All Online Banking transactions are also subject to applicable laws, regulations, rules, the Account Agreement, Common Features, and other disclosures covering your accounts at Bank of Bourbonnais.

**DEFINITIONS**— Bank of Bourbonnais Online Banking refers to Bank of Bourbonnais’ Internet accessed online banking and bill payment service, and may be referred to as the “Services.” The terms “we,” “us” and “Bank” refer to Bank of Bourbonnais and the term “you” refers to the Services user, whether singular or plural, who applied for use of the Services for designated accounts and was approved by the Bank. “Account” and “Accounts” refer to your Bank of Bourbonnais accounts that you designated, and we approved, for the Services use.

**ELIGIBILITY**—To use the Services, you must have an eligible Bank of Bourbonnais Account. Only those Accounts designated by you and approved by us may be accessed through the Services. We reserve the right to restrict use of the Services for one or more types of Accounts or transactions and to impose other limits or restrictions on use of the Services. You can only access Accounts on which you are an authorized signatory. We reserve the right to restrict the use of Services to make transactions from accounts where one signature is required for withdrawal.

**USER ID AND PASSWORD SECURITY**—You will select a User ID and a confidential password that you must use to access your Accounts through the Services. You agree that use of your User ID and Password constitutes your authorization for all transactions made using your User ID and Password, including all pre-authorized electronic fund transfers, and has the same effect as your written signature. You agree not to give or make your User ID or password available to any unauthorized individuals. If you believe that your User ID or password has been compromised or stolen, or that someone may attempt to use the Services without your consent or has transferred money without your permission, you must notify the Customer Support Center at once by calling **1-866-268-5101**. If you believe that your User ID or password has been compromised or stolen, please call us; do not send an email message.

**AVAILABLE SERVICES**—You may use the Services to access your Accounts for online banking and bill payment services by personal computer as designated on your enrollment form and approved by the Bank or as otherwise permitted by the Bank. The Services are available 24 hours a day, 7 days a week. However, the Services may not be available from time to time for

system maintenance. You can use the Services for your Accounts to:

- View “real-time” account balances and account information for your deposit Accounts;
- Access account balance and account information for your consumer loan, line of credit and mortgage Accounts;
- Review transaction history on your Accounts;
- Transfer funds between your deposit Accounts;
- Schedule future or recurring transfers;
- Make payments to a person or business in the United States;
- Schedule future or recurring bill payments;
- Change or cancel transfers and payments;
- Inquire about specific payments;
- Change your User ID or Password;
- Change ATM/Debit Card Overdraft Settings;
- Communicate with us by email;
- Order checks;
- Print your account statement;
- Change your Statement Delivery method,
- Manage your Mobile Banking Settings; and
- Export account information to other software applications.

**TRANSACTION INFORMATION**—Unless otherwise indicated, the balance information displayed through the Services is the current available funds balance for your deposit Account. The balance displayed on loan Accounts is the principal balance as of the close of business on the preceding business day. Transaction history that you obtain through the Services is current as of the close of business on the preceding business day.

**BUSINESS DAYS**—Our business days are Monday through Friday, excluding bank holidays.

**PROCESSING TIMES**—Immediate transfers will be completed at the time the Bank receives your request. Future-dated and recurring transfers will be completed by 7:00 p.m. (Central Time) on the date they are scheduled to be made. Future-dated and recurring transfer requests must be received by 7:00 p.m. (Central Time) on the day that the transfers are scheduled to be made. Bill payment requests received after 8:00 p.m. (Central Time) on a business day or anytime on a non-business day will be processed on the next business day.

**TRANSFER PROCESSING**—Scheduled transfers will only be made if there are sufficient available funds in your Account at the time the transfer is scheduled to be made. The amount of each transfer will be debited from your Account at the time that the transfer is made. Please refer to the Common Features Service Charge Schedule for fees that may apply.

**BILL PAYMENT SERVICE**—You can use the Services to schedule a bill payment to a business or individual (“Payee”) in the United States. You must meet Bank of Bourbonnais’ eligibility requirements to use this Service. Payments can be scheduled on a one-time or recurring basis. Recurring payments are those made for the same dollar amount on the same date each month. Bill payments can only be made from a checking Account. If you use more than one

checking Account to make bill payments, you must designate the Account from which the payment is to be made (“Payment Account”) each time you schedule a payment. By providing Bank of Bourbonnais with the names and account information of Payees, you authorize us to follow the payment instructions that we receive from you through the Services and to rely on the accuracy of all of the information that you provide to us. It is your responsibility to update the Payee and payment information if there are any changes. It remains at our discretion to determine the appropriate method for processing payments to Payees; we may choose to make payments electronically or by check. At our discretion, we may refuse to pay any Payee and refuse to make payments that we believe are fraudulent or erroneous. We will notify you promptly if we refuse to make a payment to a Payee. The business day that you select to have your bill payment made (“Scheduled Payment Date”) must be no less than five business days before the actual due date, not the late date and/or a date in the grace period. While it is anticipated that most transactions will be processed and completed on the next business day after the Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Services, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. On the Scheduled Payment Date, we will debit your Payment Account and send the funds to the Payee. You must have sufficient available funds in your Payment Account on the Scheduled Payment Date for the payment to be processed. We are not liable for any late payments where you do not allow for sufficient processing time. See the Our Liability section of this Agreement. All bill payments scheduled to be made on a Saturday, Sunday or federal holiday will be made on the next business day. If a recurring bill payment is scheduled to be paid on a date that does not occur in a given month, eg. the 29th, 30th or 31st, it will be paid on the next business day.

**LIMITATIONS ON TRANSFERS AND PAYMENTS**—The maximum dollar amount of any **single** bill payment is **\$5,000.00**. The maximum daily bill payment **aggregate** is **\$9,999.99**. You can transfer up to the maximum amount of **available funds** in your account at the time the transfer is made. For security reasons, we may impose additional limits on the dollar amount of bill payments or transfers from your Account.

**LIMITATIONS ON THE FREQUENCY OF TRANSACTIONS ON MONEY MARKET AND SAVINGS ACCOUNTS**—In accordance with federal regulations, transfers from a Money Market or Savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer (including online banking and bill payment services transactions) or by check, draft, or similar order to third parties are limited to six per monthly statement cycle. A charge may be assessed for each transfer or withdrawal that exceeds these restrictions in accordance with our Common Features Service Charge Schedule. We may close your Account if you continue to exceed these limitations.

#### **STOPPING, MODIFYING OR CANCELING PAYMENTS AND TRANSFERS**—

**Payments:** You may cancel or edit any payment (including recurring payments) prior to 8:00 p.m.(Central Time) on the business day before the Scheduled Payment Date by following the directions within the Services. You cannot use the Services to cancel or edit any payment on

the Scheduled Payment Date after 8:00 p.m. (Central Time). If you need assistance with canceling or stopping any payment prior to midnight on the business day before the Scheduled Payment Date, you may call the Customer Support Center at **1-866-268-5101** during the hours stated in the Customer Service section of this agreement.

**Transfers:** You may modify or delete future dated or recurring transfer requests made using the Services prior to 7:00 p.m. (Central Time) on the date the transfer is scheduled to be made. To modify a recurring transfer that is the last transfer in a recurring series, you must delete the recurring transfer series and schedule a one-time transfer. Immediate transfers cannot be cancelled after the transfer request is received by the Bank.

**Fees and Charges**—There is no charge for the online banking or bill payment services you conduct using Bank of Bourbonnais' Online Banking. Please see the Common Features Service Charge Schedule for other charges that may apply to your Accounts. You agree to pay all fees and charges related to the Services and your Accounts as set forth in this Agreement, our Account Agreement and the Common Features Service Charge Schedule and any expenses, costs and fees relating to any transaction using the Services or enforcement of this Agreement. This includes reasonable attorney's fees and legal expenses, subject to limitations imposed by federal and state laws and regulations.

**USE OF THE SERVICES**—As a condition of using the Services, you agree that you will: 1. Not allow anyone else to use the Services to access your Accounts or make transfers or bill payments; 2. Safely keep your User ID or password in your sole possession and not disclose or make it available to anyone else; 3. Only use the Services in accordance with this Agreement and any other instructions we furnish to you for the purposes authorized by us; and 4. Immediately report to us any loss, theft, or suspected unauthorized use of your Accounts through the Services.

**YOUR LIABILITY IN GENERAL**—You authorize us to credit or charge your Accounts for all payments and transfers initiated through the Services with your User ID or password. You are liable for all of these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

**UNAUTHORIZED TRANSFERS**—If you believe that your User ID or password has been compromised or stolen, or that someone transferred or may transfer funds from your Account without your permission, please call us immediately at **1-866-268-5101**. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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 had you told us within this time frame. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods.

**OUR LIABILITY**—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. We will not be liable for any payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement and other instructions

provided to you, including but not limited to, your failure to schedule a payment without allowing sufficient time for the payment to be processed. Additionally, we have no obligation to make payments or transfers and shall incur no liability or obligation for late charges or penalties if we are unable to complete any payments that you initiate through the Services due to any one or more of the following circumstances:

1. Your Account is closed, does not contain sufficient available funds to complete the payment or transfer, is subject to legal process or otherwise encumbered, or the payment or transfer would exceed the limit of your overdraft privilege;
2. Your equipment, software or the Services is not working properly and you know, or are advised, about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by us or the payment is delayed or mishandled in the United States mail;
4. You do not provide us with the correct names, telephone number or account information for Payees or you otherwise fail to comply with applicable requirements;
5. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the Internet or through your Internet service provider, or equipment malfunctions that occur despite ordinary maintenance) prevent the proper execution of the transaction and we take reasonable precautions to avoid these circumstances;
6. Our agreement to provide the Services to you is terminated;
7. Applicable law prevents completion of the transfer; or
8. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account. Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to a person or entity that does not comply with your payment instructions and our action was not intentional and resulted from a bona fide error, we shall be responsible for returning the improperly transferred funds to your Account and for directing any previously misdirected payments or transfers to the proper recipient. There is no representation that Services will be uninterrupted or error-free. Our sole obligation to you arising out of non-availability, interruption, or delay in providing the Services, shall be to use commercially reasonable efforts to resume the Services.

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF SOFTWARE, EQUIPMENT, AND/OR THE SERVICES. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY EQUIPMENT AND OTHER SOFTWARE DUE TO ANY VIRUSES, DEFECTS OR MALFUNCTIONS. EXCLUSION OF WARRANTIES THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY

OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**CUSTOMER SERVICE**—Please call us with your questions or if you need assistance in using the Services (24 hours/day, 7 days/week) at **1-866-268-5101**.

**ERRORS AND QUESTIONS**—In case of errors or questions about your online banking and bill payment transactions, you should telephone us at **1-866-268-5101**.

We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
2. Describe the error or 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; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint to us in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we do decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the 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 re-credit your Account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**RETURNED ITEMS AND OVERDRAFTS**—At our discretion, we may return or not complete an electronic bill payment or transfer for any of the reasons stated in this Agreement, including where there are not sufficient available funds in your Account to cover the transaction on the day the payment or transfer is to be made. We will send you notification through the Services of any payment or transfer that we do not complete. If we make a payment or transfer that is returned or that is paid on an overdrawn Account, you may be charged for the returned or paid item as stated in the Common Features Service Charge Schedule in our Consumer Deposit Account Information brochure. Additionally, you agree to reimburse us immediately upon demand for the amount of the payment or transfer and any related fees or charges.

**STATEMENTS AND RECORDS**—You can use the Services to print a statement of transactions from your Account. These statements are not considered official records of the Bank. You will continue to receive your regular monthly bank statements for all checking accounts. A monthly bank statement will be issued for statement savings Accounts with electronic fund transactions in a particular month. Regular statement savings account statements will be issued at least quarterly.

**MODIFICATIONS OF ACCOUNTS AND SERVICES**—If you use the Services to modify any Accounts, services or information pertaining to your Accounts and services, you authorize us to accept your electronic request as though it was made in writing and signed by you.

**NOTICES AND EMAIL**—You may use the Services to send us email messages. We may also send messages and notices to you via email. All confidential information should be sent to us using the appropriate screens in the Services. All information that you provide to us using the Contact Us message screens is on a secured website for your security and privacy. We recommend that you do not send any confidential information to us using any other email service. Email messages to us are not considered received by us until they are opened by our representatives. However, if you must contact us immediately, such as if you suspect unauthorized use of your Account, you should contact us at **866-268-5101** to ensure that your inquiry receives prompt attention.

**ADDRESS CHANGES**—You agree to notify us promptly, in writing, of any change of address at: Bank of Bourbonnais, Customer Service Department, One Heritage Plaza, Bourbonnais, IL 60914.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**—We may disclose information to third parties about your Account or the bill payments or transfers you make:

1. Where it is necessary for completing transactions;
2. To verify the existence and condition of your Account to a third party, such as a credit bureau or Payee;
3. To utilize services of third parties and affiliate entities who assist us in providing the Services;
4. To comply with government agency rules or court orders;
5. If you give us your permission;
6. If any of your Accounts become delinquent or overdrawn, or involved in legal proceedings, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
7. To protect against potential fraud and other crimes; or
8. When otherwise permitted by law;
9. As explained in the separate Privacy Disclosure.

**INFORMATION AUTHORIZATION**—You authorize us to obtain credit information about you at any time. You also agree that we may obtain additional information from a Payee or financial



institution regarding your accounts to resolve payment problems.

**TERMINATION OR DISCONTINUATION**—If you wish to discontinue use of the Services, you must send us a signed written request by United States mail at: Bank of Bourbonnais, Customer Service Department, One Heritage Plaza, Bourbonnais, IL 60914 at least 10 days prior to termination. If you discontinue the Services, it is your obligation to cancel all outstanding scheduled payments and transfers. If you do not cancel your outstanding payments and transfers, we may continue to make these payments and transfers. Once we have acted upon your termination notice, or if we terminate your use of the Services, we will make no further transfers or payments from your Accounts through the Services, including any transfers or payments you have previously authorized. We may suspend or terminate your use of the Services at any time without notice or refund of previously incurred fees. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

**CHANGE IN TERMS**—We may modify this Agreement, including any applicable fees or charges, at any time. We will send you notification of the change by email or United States mail at least 30 days before it takes place if the change involves the imposition of, or an increase in, a fee, an increase in your liability, fewer ways you can use the Services, or stricter limitations on use of the Services. Your use of the Services after any change or amendment constitutes your agreement to the change and to pay any applicable fees. Additionally, we may revise or update the Services at any time. We reserve the right to terminate your use of prior versions of the Services, and limit access to more recent revisions and updates. If any expanded Services are made available to you, you agree that any additional or modified Services are also subject to this Agreement, as it may be amended.

**DEPOSIT AGREEMENTS**—The terms and conditions in this Agreement are in addition to any other agreement you have with us, including any deposit account agreement relating to your Accounts (“Deposit Agreement”). If your Deposit Agreement does not address online access or use of your account, this Agreement modifies your Deposit Agreement to include online access or use of your account.

**GENERAL**—This Agreement shall be governed by Illinois law and is subject to all applicable state and federal laws and regulations. Your Accounts with us are also governed by the terms and conditions contained in our Account Agreement, Common Features Service Charge Schedule and other agreements that pertain to your Accounts. We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance. The invalidity of any provision of this Agreement shall not affect other provisions. All representations regarding liability and warranties, including but not limited to, the Your Liability and Our Liability sections of this Agreement, shall survive termination of the Agreement. You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities under this Agreement to affiliate entities, independent contractors or other third parties. If more than one person is authorized to use the Services, they are bound jointly and severally under this Agreement and the Bank may act on the instructions or orders of any authorized user.