



Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure (Agreement) contains the terms and conditions that govern your use of ABC Bank's Online Banking service and regulatory disclosures applicable to these services. By accessing your ABC Bank accounts using the services described below or future Online Banking services offered by ABC Bank, you agree to be bound by the terms of this Agreement. If you have any questions or do not understand this Agreement, please contact us prior to your use of ABC Bank's Online Banking service.

The terms and conditions of the deposit agreements and disclosures for each of your accounts and your other agreements with ABC Bank such as agreements related to loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is subject to applicable federal laws and the laws of the State of Illinois. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience only and will not govern the interpretation of the provisions. Any waiver, express or implied, by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and ABC Bank's successors and assigns. This Agreement constitutes the entire agreement between you and ABC Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Agreement, the words "we," "our," "us," and "Bank" mean ABC Bank. "You" and "your" refer to the accountholder authorized by ABC Bank to use ABC Bank's Online Banking services under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your Accounts using Online Banking. "Business day" means Monday through Friday, excluding holidays. "Bookkeeping" means the Bank's Bookkeeping Department located at our main offices on Lake Street.

Access

To use Online Banking, you must have at least one account at Bank, access to Internet service with a browser that supports 128-bit encryption, and an electronic mail ("e-mail") address. You must agree to the terms and conditions set forth in the Agreement and complete an Online Banking application. Once we have received the completed application, we will send you a temporary Access ID and a temporary password by mail. You will be required to change the temporary Access ID and temporary password the first time you login.

ABC Bank reserves the right to decline any applicant who does not meet our Internet banking requirements. Business customers must complete and return a Business Online Banking Application, and depending on the services they request, may have to sign additional agreements. Please contact a personal banker for information about this process.

Online Banking can be used to access only the Accounts that you have authorization to access. We undertake no obligation to monitor Online Banking transactions to determine that they are made on behalf of the accountholder or for duplicate transactions entered by different users for the same account.

Online Banking Service

You can use Online Banking to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, pay bills from your Accounts in the amounts and on the dates you request, make stop payment requests, and create account transaction files for export to other software. Balance and activity information are normally available immediately, within the limitations of communication and computer systems. You can use Online Banking seven days a week, twenty-four hours a day, although Online Banking service may not be available occasionally due to emergency or scheduled maintenance.

Security Procedures

You acknowledge and agree that you have approved and will abide by the security procedures set forth in this Agreement and any other security procedures established by Bank that are presented to you in the future. You also acknowledge and agree that these procedures are commercially reasonable and adequate for the purpose intended.

For security purposes, you determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful logon attempts using your password, your access to Online Banking will be suspended. To re-establish your access to Online Banking, you must contact us to obtain a temporary password. We require that you create a password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children and should be memorized, not written down.

You understand the importance of your role in preventing misuse of your Accounts through Online Banking, and you agree to promptly examine the paper statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information such as your driver's license and social security numbers. You understand that personal identification information by itself or together with information related to your Account may allow unauthorized access to your Account. Your password and Access ID are intended to provide against unauthorized entry and access to your Accounts. You agree to log off the Online Banking session when you have completed your transactions and understand that you will automatically be logged off after a prolonged period of inactivity.

Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that our Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including email, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or emails transmitted to and from us, will not be monitored or read by others.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank web site or by e-mail.

Posting of Transfers

Transfers initiated through Online Banking before 6:00 p.m. (Central Standard Time) on a business day are posted to your Account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day or on a Saturday, Sunday or holiday will be posted on the next business day.

Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all the electronic fund transfers you requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority.
- b. Electronic fund transfers initiated through Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled.
- c. In the event that the electronic fund transfers initiated through Online Banking that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Transaction Confirmation

A *Confirmation Screen* is displayed when requests for transfers, stop payments, or bill payments have been correctly entered. Printing the screen provides a transaction receipt that should be forwarded to the Bank if there are questions or errors involving the transaction. If printing capability is not available, the date, time, and confirmation number should be written down.

Limits on Amounts and Frequency of Online Banking Transactions

The number of transfers from Accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

According to federal regulations, you may not make more than 6 pre-authorized or automatic transfers or bill payments from a money market account or savings account during a given monthly statement period. Transfers authorized by telephone or personal computer are counted toward the 6 total permitted monthly transfers or withdrawals. Regulations currently place no limits on the number of transfers or bill payments from checking accounts; therefore ABC Bank limits the bill payment service to checking accounts.

Bill Payment Service

You must designate the Account from which the payments are to be made and the following information: the complete name of the payee, the account number, phone number, and the payee's complete remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. You may also establish a regular, periodic payment by establishing a frequency, date of first payment, and number of payments to be made. If the date you want the payment to be debited from your account is not a business day, your account will be debited on the prior business day. By using our Online Banking bill payment service, you agree that, based upon instructions received under your password, we can charge your designated Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to decline to make payments to certain persons and entities. If we do so, we will notify you promptly.

Scheduling Bill Payments

If the payee is to be paid by paper check, you understand and agree that paper checks are mailed to the payee on the business day following the debit to your account and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the payee to properly post a payment to your account.

How to Cancel a Bill Payment

To cancel a bill payment scheduled through Online Banking, you must cancel the payment via Online Banking before 6:00 p.m. (Central Standard Time) on or before the date the payment is to be debited from your account.

Stop-Payment Requests for Processed Bill Payments

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you cannot cancel or stop a bill payment that has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting Bookkeeping by telephone to determine if the paper draft has cleared. If the paper draft has not cleared, we will process your stop-payment request. We will notify you if the paper draft has already cleared. To be effective, the stop-payment request must precisely identify the name of the payee, payee-assigned account number, payment amount, scheduled date of the payment, transaction confirmation number, and description from the detail for the debit transaction posted to your account.

Stop-Payment Requests for Checks Drawn on Your Accounts

You may initiate stop-payment requests via Online Banking only for paper checks you have written that have not been posted to your Account. Online Banking stop-payment requests are processed immediately. To be effective, the stop-payment request should precisely identify the name of the payee, the check number, the amount, and the date of the check. Online Banking initiated stop payment requests should not be used on a range of checks when you have misplaced your checkbook. If this occurs, contact Bookkeeping immediately.

If you make your stop-payment request through Online Banking or by telephone, the request will be in effect for 6 months. To extend a stop payment, contact Bookkeeping before the end of the 6 month period. You will incur stop-payment charges as disclosed in the current Fee Schedule for the applicable account.

Fees and Charges

Except for a \$5 fee for entering a stop payment, there are no Bank fees or charges for using ABC Bank's Online Banking service. You are responsible for telephone, Internet service fees, and expenses relating to your computer that you incur in connection with your use of Online Banking.

Disclosure of Account Information and Transfers

You understand that information about your Accounts or the transfers you make may automatically be disclosed to others. Information is also available to our employees, service providers, auditors, collection agents, or attorneys in the course of their duties and to the extent allowed by law. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly.

We will disclose information to third parties about your Account or the transfers you make: (1) where it is necessary for completing the transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court order; or (4) if you give us written permission. We may also seek information about you from others, such as credit bureaus, in connection with the opening or maintaining of your Account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information. Please refer to our privacy policy for additional details on disclosure of account information.

Periodic Statements

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the monthly paper statements for your Accounts.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our Online Banking system. If advance notice of the change is not required, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of Online Banking indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions

It is your responsibility to contact us immediately in case of errors, questions about electronic transfers, incorrect information on your paper statement or any concerns about the use of your password. We must hear from you no later than 60 days after we sent the first paper statement upon which the problem or error appeared.

When you contact us:

- (1) Tell us your name, account number, and Online Banking Access ID.
- (2) Describe the error or what you are unsure about, and a clear explanation of why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment item, tell us the account number used to pay the bill, payee name, date the payment was debited, payment amount, payee account number, and transaction confirmation number.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us 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 decide to do this, we will provisionally credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we made a provisional credit, a corresponding debit will be made from your Account.

Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your Account on time or for the amount you requested, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your Account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the Account.
- (3) If your Account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to be overdrawn or to go over the credit limit of any established line of credit set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the Online Banking system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for a bill payment, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount.
- (8) If you have not properly followed the on-screen instructions for using Online Banking.
- (8) If you did not receive a transaction confirmation number at the time you initiated the payment or transfer.
- (9) If the payee designated by you mishandles or delays payment sent by Bank.
- (10) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Responsibilities and Liability for Unauthorized Use

Contact us immediately if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. A phone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts plus your maximum overdraft line of credit, if any. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do not tell us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

If your monthly paper statement contains transfers that you did not make, tell us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may lose any amount transferred without your authorization, after the 60 day time period, if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking service provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank exceed the amounts paid by you for the services provided to you through Online Banking.

You are solely responsible for your own equipment to access our Online Banking service including, but not limited to, the computer, Internet access, and appropriate browser software. The Bank is not responsible for errors, delays, or inability to access Online Banking caused by your equipment or software. The Bank is not responsible for the cost of upgrading equipment to stay current with the Online Banking system nor is the Bank responsible for any damage to your equipment or the data resident thereon. It is your responsibility to protect your computer from all computer threats, such as viruses.

Termination

You may cancel Online Banking service at any time by providing us with written notice by mail or fax. If your account is closed or restricted for any reason, or if there has been no Online Banking activity for a period of 6 consecutive months, Online Banking accessibility will automatically terminate. We may at anytime cancel all or part of the Online Banking services we generally offer.

If you terminate bill payment service, you authorize us to continue making payments and other previously authorized transactions until we have a reasonable opportunity to act upon your termination notice; you also agree to pay all applicable fees and charges. Once we have acted on your notice, we have no further responsibility to make any payments or previously authorized transactions.

Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures provided to you separately.

[I Agree](#)

[I Decline](#)