

## ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms and conditions that apply when you use the First Security Bank, (herein referred to as "bank") Internet Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. "You", "I" and "your" mean each person who establishes an Internet Banking Customer Account with us or who uses or is authorized to use an Internet Banking Identification Number ("ID") and "Password" or other means of access we establish on your behalf. The term "Internet Banking" means our Online Banking services that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow. Online Banking allows you to make loan payments to "Bank", transfer funds held at "Bank", access accounts at "Bank", pay bills via our online bill pay program, obtain information and perform other transactions at "Bank".

### **(A) INTERNET ACCOUNT OWNER INFORMATION**

You must be the owner of this account(s) and you must have signature authority to be able to view the account(s).

### **(B) INTERNET BANKING ID AND PASSWORD**

To access our Internet Banking service, you must use the ID and/or other means of access we establish or provide for your Internet Banking Customer Account together with a Password. It is your responsibility to safeguard the ID and Password we provide. Anyone to whom you give your Internet Banking ID and Password or other means of access will have FULL access to your accounts even if you attempt to limit that person's authority. First Security Bank will NEVER contact you to ask for your user ID or password. If you are approached by anyone to provide your user ID and Password, DO NOT PROVIDE THIS INFORMATION. Contact the bank immediately, as you could be the victim of attempted fraud or identity theft. You will find contact information in section (J) below.

### **(C) INTERNET SECURITY**

At First Security Bank, we understand the importance of the responsibility that our customers have entrusted to us. First Security Bank is proud of the sophisticated level of data security and privacy supplied to its Internet Banking clients and their accountholders. Data security is provided on multiple levels: by firewall, intrusion detection software, network monitoring, application level security and company policy.

### **(D) INTERNET BANKING TRANSACTIONS**

You or someone you have authorized by giving them your Internet Banking ID and Password and/or other means of access (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized;
- Obtain information that we make available about your qualifying accounts;  
Pay bills online; and
- Obtain other services or perform other transactions that we authorize.

### **(E) LIMITS ON INTERNET BANKING TRANSACTIONS**

You must have enough money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specific period. The

specified period for savings accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. You also agree to the Terms & Conditions of Your Deposit Account that you received when you opened your deposit account and any subsequent amendments to that agreement.

**(F)**

**YOUR LIABILITY AND INDEMNITY**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you, and in the event that you breach any of the forgoing warranties, you agree to indemnify Bank against any loss, liability, or expense. You agree to indemnify and hold Bank harmless for any and all acts of any employees or persons who you grant access to or who gain access to your Internet Banking account. You consent, by execution of this Agreement, to disclosure of your customer information to those that gain access to your accounts.

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and personal computer firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software. We are not responsible for any electronic virus or viruses that you may encounter. We are not responsible for any computer virus or related problems that may be associated with the use of the Services. We have no liability to you for any damage or any other loss directly or consequential, which you may suffer or incur by reason of your use of the computer or software. We encourage our customers to routinely scan their PC and Diskettes using a reliable anti-virus product to detect or remove any viruses. Undetected or un-repaired viruses may destroy your programs, files and even your hardware. Additionally you may unintentionally transmit the virus to other computers. We also encourage our customers to purchase and employ a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

**(G)**

**BUSINESS DAYS**

Our Internet Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not included. Payments or transfers made after 4:00 p.m. CST will be processed on the next business day.

**(H)**

**STATEMENTS**

Your Internet Banking payments and transfers will be indicated on the monthly, or quarterly statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

**(I)**

**CHARGES FOR TRANSACTIONS**

You agree to be charged for any applicable Internet Banking fees as listed in Bank's fee schedule, if any. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you proper notification.

**(J)**

**LOSS OR THEFT OF YOUR INTERNET BANKING ID OR PASSWORD**

If you believe your Internet Banking ID or Password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at 309-359-3961, during normal business hours. After hours you may e-mail the bank c/o jsmall@fsb1.com. or write to us at:

**First Security Bank  
Attn: Internet Banking  
101 E. Fast Avenue-P.O. Box 290  
Mackinaw, IL 61755**

Immediately contacting us by phone is the best way of reducing your possible losses, since not all e-mail may arrive at their destinations in a timely manner. We will send e-mail back to you as confirmation that we did receive it. Because e-mail is not secure, do not include any of your account or social security numbers within your e-mail. Your name, address, daytime phone number, and a brief message description of the problem are all we will need.

**(K)**

**UNAUTHORIZED TRANSACTIONS - NOTICE TO CONSUMER ACCOUNT HOLDERS:**

If notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Internet Banking ID and Password without your permission.
- If someone else used your Internet Banking ID and Password without your permission, you could lose as much as \$500 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your statement shows transfers or payments that you did not make, notify us at once. If you do not tell us within sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any funds lost after the 60 days, if we can prove your contacting us would have prevented those losses.
- If you have given someone your Internet Banking ID and Password or other means of access and want to terminate that person's authority, you must change your identification number and Password or other means of access or take additional steps to prevent further access by such person.

**ERRORS AND QUESTIONS**

In case of errors or questions about your electronic transfers, call us at 309-359-3961 or write us at:

First Security Bank  
101 E. Fast Avenue-P.O. Box 290  
Mackinaw, IL 61755

Notify us immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error first appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts or point-of-sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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 our 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 credit your account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Disclosure of Account Information to Third Parties:** We may disclose information to third parties about your account or the transactions you make: a) where it is necessary for completing transactions or resolving errors involving the Services; or b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or c) in order to comply with government agency rules, court orders, or other applicable law; or d) to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or e) if you give us permission.

**(L)**  
**DISCLAIMER OF WARRANTY**

First Security Bank makes no warranties or representations with respect to Internet services, program, expressed or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose.

**(M)**  
**MISCELLANEOUS**

Any required notice or other communication will be addressed and delivered to you, the customer, at the address on file with the Bank or via e-mail. You, the customer, are responsible for notifying the bank of any change in physical, mailing address or e-mail address.

**(N)**  
**OTHER GENERAL TERMS**

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules, ACH Agreements and Wire Transfer Agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts or the functions performed using "Personal Online Banking", this Agreement shall govern and prevail.

FIRST SECURITY BANK's Online Banking Agreement.