

## **INB Online Terms and Conditions**

### **INB Online**

By enrolling in Illinois National Bank's consumer Online Banking service or business Digital Online Banking service ("INB Online"), you agree to the addition of the following to the Account Agreement (Rules) for Personal Accounts or Rules for Business Accounts (in either case, the "Rules") governing your Accounts. Terms not otherwise defined have the meanings given to them in the Rules. INB Online allows you to access your accounts using a personal computer ("PC") or smartphone, iPad, Tablet, etc. ("Mobile device.") Please read these rules carefully and retain them for your records. We have the right to amend the Rules at any time by notice mailed or emailed to you at the last address or email address on our records as provided in the Rules, or as otherwise permitted by law. For business accounts, you may have selected other services which may be accessed through INB Online, including, but not limited to Positive Pay, Payee Positive Pay, ACH Origination, Wire Transfers, Remote Deposit Capture, Bill Payment, or Tax Payments. Refer to your Cash Management Agreement for specific detail on these services, including pricing and processing deadlines.

### **Definitions**

"Eligible Account" is an account linked to INB Online (some accounts may be subject to withdrawal restrictions). "Account(s)" means the checking, savings, loan and other accounts you have at Illinois National Bank or other financial institutions, to which you have access through INB Online. "Business Days" are Monday through Friday, except bank holidays. "You" and "your" refers to the person(s) or entity subscribing to or authorized to use INB Online; "we", "us" and "our" refers to Illinois National Bank. "INB Online" is an electronic banking service available to you through a PC or mobile device. You may generally use INB Online to view account information and conduct certain banking transactions. Other online services are available. Please refer to the menu of services available during your INB Online session.

The Accounts to which you may have access through INB Online may include, but are not limited to your checking accounts, savings accounts, installment loan accounts, mortgage loan accounts, home equity accounts, cash reserve accounts, certificate of deposit accounts, and individual retirement accounts, or any external accounts from other financial institutions or companies. Accounts you open after enrollment in INB Online may not be included in INB Online unless you instruct us otherwise.

### **Access Methods**

Current versions of browsers such as Internet Explorer, Edge, Safari, Chrome, or Firefox are required in order to accommodate security requirements. In addition, Java Script and cookies may need to be enabled on the browser you are using.

### **Adding, Changing and Removing Accounts**

At any time, if you wish to add an Account or remove an Account, call INB Online Support toll free at 1-877-771-2316 or notify us securely through the "Messages" section of online banking session.

### **Your Username and Password**

You will choose your Username and Password to access INB Online when you register. The password requirement is 8 characters, comprised of upper and lower case characters, numbers, and special characters. You authorize us to follow any instructions entered through INB Online using your Username and Password. Your access to INB Online will be blocked in the event your Username or Password is entered incorrectly on five (5) consecutive access attempts. If this occurs, please call INB Online Support toll-free at 1-877-771-2316.

Because Usernames and Passwords can be used to access money in any of your linked Accounts and to access information about any of your linked Accounts, you should treat your Username and Password with the same degree of care and secrecy that you use to protect other sensitive financial data, but not less than reasonable care. You agree not to give your Username or Password, or make them available, to any other person unless you are authorizing them to use INB Online.

### **Your Rights and Liabilities**

To prevent unauthorized access to your accounts and to prevent unauthorized use of INB Online, you agree to protect and keep confidential your account number, PIN, Username, Password, or other means of accessing your accounts to any person or entity or aggregation service provider not authorized to access your accounts. The loss, theft, or unauthorized use of your account numbers, PIN, Username, and/or Password could cause you to lose some or all of the money in your accounts, plus any amount available under any form of overdraft protection or automatic transfer service. If you believe someone may attempt to use or has used INB Online without your permission, or that any other unauthorized use of

your account numbers, PINs, Username and/or Password or security breach has occurred, you agree to immediately notify us by calling 1-877-771-2316 during regular customer service hours. Please refer to your Electronic Funds Transfer Agreement and Disclosure for additional information. IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR USERNAME AND/OR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR USERNAME AND/OR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (FOR EXAMPLE, SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO ANOTHER PERSON, A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

If you haven't already, install anti-spyware, anti-virus and a personal firewall on your computer and/or mobile device. There are many of these products available that will help you prevent criminals from gaining access to your computer or mobile device and stealing your personal information. A properly protected computer or mobile device will help to provide you with secure access to your financial information and assist in combatting the efforts of criminals trying to gain access to your activities. The security of public computers (e.g. in a library, or Internet cafe) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.

### **Fees**

INB Online is free for consumer use, but for business use, fees may vary depending upon the services you select. All other fees applicable to your Accounts remain in effect. You may incur fees if you use or obtain some of the products or services available through INB Online. To learn more about such fees, please refer to the Fee Schedule or Cash Management Agreement, where applicable, and specific terms and conditions applicable to each product or service. When accessing INB Online on your mobile device, standard data fees may apply.

### **Equipment**

We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) disconnection of your telephone service by your telephone company or from deficiencies in your line quality; (c) any defect or malfunction of your PC, mobile device, modem or telephone service; or (d) INB Online systems. We are not responsible for any products or services relating to your PC or mobile device, other than those specified herein. We also are not responsible for any damage to your PC, mobile device, software, modem, telephone or other property resulting from the use of INB Online including any damage resulting from any type of malware (virus, key logger, etc.)

### **Hours of Operation**

INB Online is available 7 days a week, 24 hours a day, except during maintenance periods or periods during which INB Online otherwise is not operable.

### **Termination**

You may terminate your use of INB Online by calling INB Online Support toll-free at 1-877-771-2316; writing to us at 322 E Capitol, Springfield, IL 62701; or send a secure message through online banking. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your enrollment in INB Online terminated. We may require that your request be in writing. We may terminate at any time your access to INB Online, in whole or in part, for any reason without prior notice. If your INB Online Account is inactive for 6 months (ex: you have not logged into INB Online) your access to INB Online will be terminated without notice. Termination will not affect your liability or obligations for transfers we have processed on your behalf. Any pending transfers scheduled after your account has been terminated will not be executed.

### **Limitation of Liability**

Except as otherwise provided herein or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by INB Online or your use of INB Online.

### **Transfers**

Transfers may be made between Eligible Accounts. You authorize us to debit your account for any transactions accomplished through the use of INB Online, including the amount of any recurring payment that you make. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through INB Online. Please refer to your deposit account disclosures and other related documents for account rules, activity limitations, and fees.

Your monthly statement will reference transfers made. Any documentation provided to you which indicates that a transfer is made shall be admissible as evidence and proof that such a transfer was made.

## **Scheduling, Changing or Canceling Transfers; Failed Transfers**

### **Same-Day Transfers**

A one-time (non-recurring) same-day transfer of available funds from or to an INB account made before 6 p.m. CST on a Business Day will be effective the same day. Same-day Transfers submitted after 6 p.m. on a Business Day or at any time during a weekend or holiday will be posted to the receiving account on the next Business Day. Same-day Transfers are processed immediately and cannot be canceled after the instruction is sent to us.

### **Scheduled Transfers**

A one-time (non-recurring) transfer scheduled for a future date (a "Scheduled Transfer") will be processed on the scheduled transfer date, if that day is a Business Day. A Future Transfer scheduled for a non-Business Day will be processed on the next Business Day. Scheduled transfers are processed by 8:00 a.m. CST on the processing date. You may change or cancel a Scheduled Transfer up to the Business Day prior to the transfer scheduled date. Any such Scheduled Transfer will be posted to the receiving account effective on the scheduled process date.

You may schedule transfers that do not vary in amount to automatically occur on a regular schedule of your choice ("Scheduled Recurring Transfers"). Scheduled Recurring Transfers will be initiated on each scheduled transfer date, if that day is a Business Day. If a Scheduled Recurring Transfer date is a non-Business Day, your Scheduled Recurring Transfer will be processed on the next Business Day. If a Scheduled Recurring Transfer is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a particular month, then the Recurring Transfer will be processed on the last Business Day in that month. Except as provided above, a Scheduled Recurring Transfer may be changed or canceled before 7:00 a.m. on the day the transfer is scheduled to occur.

### **Failed Transfers**

If, on the processing date, you don't have sufficient available funds in the Eligible Account from which the funds are to be transferred, we will not make the transfer on that date. If the transfer is a Scheduled Recurring Transfer, the remaining transfers will not be affected. To be notified of failed transfers, you will need to set up an alert in the Manage Alerts section. If you are locked out of INB Online as a result of multiple failed login attempts, your scheduled transfer will not be processed until your INB Online access has been restored and you have successfully logged in.

### **Balance Inquiries**

You may check the balances and recent activity of your Accounts. Any balance shown will include a date as of which the balance is current. The balance shown may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include pending items such as deposits in progress, outstanding checks or other withdrawals, payments, or charges, or items in process. Due to processing constraints, there may be some pending items that affect balance activity, which are not available to view in INB Online.

### **Stop Payments**

Subject to certain limitations, you may order us to stop payment on any check or other item payable for your Account via INB Online, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months. We may also require you to present your request in writing within fourteen (14) days. A stop payment order may be renewed during a period within which the stop payment order is effective. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official item (cashier's check), issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. A fee may be assessed for each stop payment.

### **Bill Payment**

Bill Payment allows you to receive bills electronically, pay bills, and send money to other people using a personal computer ("PC") or mobile device. We have the right to amend the Rules at any time by notice mailed or emailed to you at the last

address or email address on our records as provided in the Rules, or as otherwise permitted by law.

For businesses, you may set up additional users as needed, including permissions for dual approval and payee access/maintenance.

### **Setting up Payments**

You may make payments through Bill Pay to us and to any other business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has a U.S address and phone number ("Business Payee"). Payments may be made only to payees with a U.S. payment address. You agree not to make a payment of alimony, settlement of brokerage accounts, child support, taxes, or any other governmental fees or court-directed payments through Bill Pay. Payees are not required to accept payment via Bill Pay.

You must provide sufficient information about each payee ("Payee Information"), and such other information as we may request from time to time, to properly direct a payment to that payee and to permit a Business Payee to identify the correct account ("Payee Account") to credit with your payment. This information may include, among other things, the name and address of the payee and your Business Payee account number. You are responsible for Payee Information and any additions, deletions, and changes to Payee Information. Because there is always a possibility that the Payee Information may be lost or accidentally destroyed, you should keep a copy of your Payee Information somewhere other than your PC or mobile device, so that you may readily retrieve it. You may have an unlimited number of payees. We may change the number of payees you may designate to receive payments through Bill Pay.

### **Scheduling Payments**

To schedule a payment, you must select the payee, select the account you wish debited for the payment (funding account), and indicate the amount of your payment, and the date or dates on which you want your payment to be received by the payee. Each payment must be in an amount not less than \$1.00. Any attempted payment that exceeds the available balance in your Funding Account may be rejected. You should not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same payee on the same Processing Day for the same amount. You may make changes or cancel existing scheduled payments before 3:00 p.m. on the processing date.

### **Scheduling and Payment Processing**

Although you can enter payment instructions 7 days a week, 24 hours a day, excluding maintenance and other availability windows, payments will be processed on Monday through Friday ("Processing Day") excluding federal holidays. The date on which a payment is processed is the date on which the check or electronic transaction is sent to the Payee. Payments are processed after 3:00 p.m. (Central Standard Time) on each Processing Day.

We may remit your payments by mailing your payee a check or by an electronic payment method. Because of the time it takes to transmit your payment to your Payees, they generally will not receive payment on the day your transaction is processed.

### **Future Payments**

A one-time (non-recurring) payment scheduled for a future date (a "Future Payment") will be processed on the scheduled payment date. A Future Payment scheduled for a holiday, Saturday or Sunday will be processed on the following Processing Day. You may change or cancel a Future Payment up to 3:00 p.m. Central Standard Time on the processing date.

### **Recurring Payments**

You may schedule payments that do not vary in amount to automatically occur on a regular schedule of your choice ("Recurring Payments"). Each Recurring Payment will be processed on the scheduled payment date, if that day is a Processing Day. If a scheduled Recurring Payment date is a non-Processing Day, your Recurring Payment will be processed on the previous Processing Day.

If a Recurring Payment is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a particular month, then the Recurring Payment will be processed on the last Processing Day in that month. A Recurring Payment may be changed or canceled up to 3:00 p.m. Central Standard Time on the processing date.

### **Failed Payments**

If you don't have sufficient available funds in your funding account to cover your scheduled electronic payment, we will not make the payment on that date. To be notified of failed payments, you will need to set up an alert in the Manage Alerts

section. Payments made by check will not be debited from your account until the payee presents them for payment, and they may be returned to the payee if sufficient funds are not available at the time the item is presented to us for payment. You may be charged a non-sufficient funds or overdraft fee if funds are not available to pay an item. In such cases, you agree that:

- You will reimburse us immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge may be assessed against unpaid amounts;
- You will reimburse us for any fees we may incur in attempting to collect the amount of the return from you; and
- We are authorized to report the facts concerning the return to any credit reporting agency.

### **Returned Payments**

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return Bill Payments for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We or our Service Provider may attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification of returned payments.

### **Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We or our Service may notify you if it is decided to refuse to pay a Biller designated by you. We may not notify you if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **Bill Presentation**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate Bill Presentation, you also agree to the following:

a. Information provided to the Payee – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and e-mail addresses with the Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

b. Activation - Upon activation of Bill Presentation, we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each Payee reserves the right to accept or deny your request to receive electronic bills.

c. Notification – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within Bill Pay, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Bill Pay and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

d. Cancellation of electronic bill notification - The Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Bill Pay will notify your Payee(s) as to the change in status of your account. If you have chosen not to receive paper statements, it will be your sole responsibility to make arrangements for an alternative form of bill delivery. If you cancel your Bill Pay service we will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

e. Non-Delivery of electronic bill(s) - You agree to hold us harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

f. Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). Bill Pay is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **INB Mobile Check Deposit Service**

### **1. INB Mobile Deposit Service**

- a. The Service allows you to make certain deposits to an eligible account electronically by using a capture device to create an electronic image of a paper check or other paper source document only payable in U.S. Dollars (“Electronic Item”) by scanning the item and transmitting it and related data to us. As part of the Service, you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you scan any item, you shall endorse all items with your name and the legend “For Mobile Deposit Only”.
- b. The following instruments may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, cashier’s checks, or traveler’s checks drawn on or payable at or through a U.S. bank, can be transmitted through the Service. Additionally, only instruments that are made payable to and endorsed by you may be transmitted through the Service.
- c. You agree that after the Electronic Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original paper source document, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original paper check or other paper source document, including its storage, retrieval and destruction.
- d. You agree that the Electronic Item will become the legal representation of the paper check or other paper source document for all purposes (except for funds availability, see section 2f below), including return items processing.
- e. If you transmit your Electronic Item on or before 4:00 p.m. Central Standard Time on a Business Day we are open, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item to us after 4:00 p.m. Central Standard Time or on a weekend or a state or federal holiday, we will review and process your Electronic Items on the next Business Day. Your Electronic Item is considered transmitted when the Service generates a confirmation message.
- f. Federal Reserve Board Regulation CC (regarding availability of funds) does not currently apply to mobile deposits. Funds from deposits made via the Service generally will be available for withdrawal by the Business Day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion as communicated in our Funds Availability Disclosure.
- g. Each Business Day on which we review and process your Electronic Items, we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that, in our sole discretion, we determine to be ineligible for the Service (each, an “Exception Item”). “Exception Item” includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We may notify you of each Exception Item through INB Online, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your INB Account, you shall do so only by depositing the original paper check or other paper source document on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to INB under section 3.
- h. The maximum amount you may deposit on any day is \$500 and the maximum aggregate amount that you may deposit during any thirty (30) day period is \$1,500. These amounts are subject to revision from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
- i. We may return or refuse to accept all or any part of a deposit to your INB Account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your INB Account to be dishonored and returned.

- j. Any check or other paper source document payable to you or to your joint owner, either of you can endorse it. If payable to you and your joint owner, both of you must endorse it.

## 2. Item Processing

If any Electronic Item does not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- a. Further transmit the Electronic Item and data in the form received from you;
- b. Repair or attempt to repair the Electronic Item or data and then further transmit it;
- c. Process the Electronic Item as photocopies in lieu of originals; or
- d. Return the data and Electronic Item to you unprocessed and charge back your INB Account.

Notwithstanding any other provisions, we reserve the right, at our sole discretion, to reject any Electronic Item for remote deposit to your account. We will notify you via email or other method of the status of electronic deposits.

## 3. Warranties

For each Electronic Item you transmit to use through the Service, you represent and warrant to us that:

- a. Any image we receive accurately and legibly represents all of the information on the front and back of the original item as originally drawn;
- b. You are authorized to enforce and obtain payment on the original check or other paper source document;
- c. The information you transmit to us corresponding to an item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the item;
- d. The item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- e. No person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already paid;
- f. You will not redeposit through the Service any item previously deposited and returned to you unless we specifically authorize you to do so;
- g. You will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- h. You will only transmit items that originated as paper checks or other paper source documents.
- i. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority;
- j. If you are depositing items on behalf of third parties:
  - i. The owner of the original paper check or paper source document has authorized you to negotiate and electronically transmit it; and
  - ii. If you are scanning items from a location outside of the U.S., such authorization covers its cross-border transmittal.
- k. You have possession of the check or other paper source document and no other party will submit it for payment.

## 4. Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and our technology partners, and hold each harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the service and/or breach of this addendum. You understand and agree that this provision shall survive the termination of this addendum either by you or by us.

## 5. Disclaimer of Warranties

You agree that your use of any remote banking service and all information and content including that of third parties is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of any remote banking service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that any remote banking service will meet your requirements or will be uninterrupted, timely, secure, or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in any remote banking service or technology will be corrected.

## 6. Limitation of Liability

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages including, but not limited to damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to your use of, or inability to use, or the termination of your use of any remote banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if we have been informed of the possibility thereof, except as otherwise required by law.

## 7. Termination of Service

We reserve the right to terminate the Service at any time with or without notice to you.

## 8. Miscellaneous

- a. If you receive notice of any claim regarding the Service, you shall promptly provide us with a written notice of it.
- b. You agree to inform us immediately of any material change in your financial circumstances or in any of the information you provided to us or in your application for INB Online Banking. You agree to provide us with any financial information we reasonably request.

## **PERSON-TO-PERSON (P2P) TRANSFER SERVICE USER AGREEMENT**

**This User Agreement (“Agreement”) contains the terms governing your use of the Person-to-Person (P2P) Transfer Service (the “Transfer Service”) as offered by Illinois National Bank (“the Bank,” “INB,” “we,” “us,” “our”) and includes any affiliate, agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Transfer Service. The Transfer Service processes transactions only for debit cards displaying the Visa or MasterCard logo. Please read this Agreement carefully and retain a copy for your reference.**

### **Definitions:**

1. “Business Day” means Monday through Friday, excluding federal banking holidays.
2. “Customer” (“you,” “your”) means a person who is an individual, business, or government agency, who is the owner of an account or and authorized signer on an account who has the authority to view information and effect transactions on such account which participates in the Transfer Service through the Bank;
3. “Deposit Account” means an account which has been identified by the Bank as eligible to receive funds related to the Transfer Service.
4. “Funding Account” means an INB checking account which has been identified by the Bank as eligible to send funds for a Transfer Transaction.
5. “Receiver(s)/Payee(s) Financial Institution” means any financial institution holding the Receiver(s)/Payee(s) account for which a Transfer Transaction has been sent or received.
6. “Receiver(s)/Payee(s)” means any person or business designated by you to receive a Transfer Transaction.
7. “Transfer Service” means the Person-to-Person service which allows for transfer of funds between Customer(s) and Receiver(s)/Payee(s).
8. “Transfer Transaction(s)” means a transaction initiated through the Transfer Service to transfer funds out of your Funding Account to a Receiver/Payee.

### **General Terms Applicable to the Service**

When you use or access, or permit any other person(s) or entity to whom you have delegated to act on your behalf to use or access the Transfer Service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement, including applicable fees and service charges, from time to time, in our sole discretion. You will be notified of these changes. Your use of the Transfer Service after we have made any changes will be considered your acknowledgment and acceptance of said changes. The Transfer Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our control. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Transfer Service.

### **Eligibility to Use the Transfer Service**

In order to use the Transfer Service, you must have an eligible Funding Account and/or Deposit Account with the Bank, and you must be an owner of said account(s). In order to transfer funds out of your account you must have an available balance in the Funding Account.

You represent to us that you are a U.S. resident (not including U.S. territories) and you have the authority to authorize debits from and credits to the Funding and Deposit Accounts you have identified. You agree that you will not use the Transfer Service



for International ACH Transactions which are prohibited under this Agreement. **You further agree that you will not use the Transfer Service to send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, other amounts owed to government entities or payments otherwise prohibited by law.**

#### **Email Address and/or Phone Number**

You must provide us with an email address which you regularly use and intend to use regularly (no disposable email addresses) and a permanent mobile phone number which you intend to use for an extended period of time (no “burner” numbers). Email addresses and phone numbers for both you and Receiver/Payee may be stored to accommodate transfers using the Transfer Service.

You are authorizing and instructing us to send emails and/or text messages to both you and/or the Receiver/Payee concerning the Transfer Transaction. You represent and warrant to us that you have received permission from that person for us to do so.

Users must provide certain information to utilize the Transfer Service in order to send, request and/or receive money.

#### **Communicating with You**

You represent and warrant to us that you are the owner of the mobile phone number and/or email documented as part of the Transfer Service or have the delegated legal authority to someone else to act on your behalf. You further acknowledge and agree that:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile phone number you have registered for use in the Transfer Service is surrendered by you, or changed by you.
3. In the case of any messages you may send through either us that we may send or may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient.
4. You understand and agree that any emails or text messages that we send or which are sent on your behalf are not encrypted and may include personal or confidential information.
5. We are not liable for any delay or failure to deliver any text messages or emails.

In the event you ever withdraw this consent for text messages and/or emails, and notwithstanding that withdrawal, you expressly authorize us to send you text messages and/or emails confirming your instructions relating to the Transfer Service, including a confirmation from us in the event you withdraw your consent.

#### **Declining to Use an Email Address or Mobile Telephone Number**

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or mobile telephone number provided to us by any person.

#### **Accessing Your Funding Account; Terminating Access**

You authorize us to provide access to your Funding Account and/or Deposit Account through the Transfer Service to initiate and complete Transfer Transactions.

In the event you violate any terms of this Agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer Transaction participants, suspend or terminate the Transfer Service.

#### **Use of Personal Information to Identify You and Process Transfer Transactions**

You authorize the Bank to use the email addresses and telephone numbers that are associated with you and your Transfer Transactions.

You agree that we may provide your name, mobile phone number, and email address to any Receiver/Payee you designate in the Transfer Service and any Receiver/Payee’s Financial Institution, or any other person, engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party. You irrevocably waive any provisions of any other Agreements or Terms and Conditions between you and us which would otherwise prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

Each time you use the Transfer Service, you represent and warrant to us that:

1. You have the right to authorize us to access your Funding Account and/or Deposit Account to effect fund transfers or for any other purpose authorized by this Agreement;
2. You are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer; and
3. All the information you provide to us is true, current, accurate, and complete.

We may maintain information which tracks your access, view, and use of electronic data in connection with your use of the Transfer Service. This information may include, but is not limited to detailed information about your transactions and communication with other Transfer Service participants.

We may disclose information to third parties about your account or the funds you send or receive:

1. As necessary to complete transactions;
2. As necessary in connection with offering the Transfer Service;
3. In connection with the investigation of any claim related to your account or the funds you send or receive;
4. To comply with government agency or court orders;
5. In accordance with your written permission; and
6. As otherwise permitted by the terms of our privacy notice.

Our privacy notice may be accessed on our web site, [illinoisnationalbank.com](http://illinoisnationalbank.com)

#### **Changes to Email Addresses and Telephone Numbers**

You agree that you will notify us immediately in the event of a change to any email address or mobile telephone number which has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change.

#### **Your Fund Transfers**

We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

1. All Transfer Transactions you initiate are for your own account, and not on behalf of another person;
2. You are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction; and
3. You are authorized by the Receiver/Payee to make funds transfers to their account at their financial institution.

#### **Sending Money**

You understand and agree that:

1. When you use the Transfer Service, neither you nor the Bank will have the ability to stop or reverse the transaction. In most cases, when you are sending money, the transfer will occur within minutes; however, there are circumstances when the payment may take longer.
2. Your Funding Account will receive a memo debit for outgoing transfers immediately after the Transfer Service processes a transaction. This memo debit cannot be reversed, and will permanently post to your Funding Account immediately, but if not immediately, no later than three business days from when the Receiver/Payee has agreed to accept the transfer and has provided the required information to receive the transfer.
3. After three business days, transfers will not be completed for persons to whom you are sending money who have not agreed to accept the transfer, or have not provided the required information to receive the transfer, or otherwise ignores the payment notifications. In this case, the memo debit will be re-credited to your Funding Account.
4. The transfer may be delayed or blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of Receivers/Payees or other Financial Institutions.

#### **Frequency and Dollar Amount of Transfer Transactions**

We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank. The minimum transfer amount is \$1.00. We are not responsible for any limitations imposed on transfers related to other Financial Institutions. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service.

### **Transfer Transaction Descriptions**

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the Receiver/Payee. You agree that if we permit you to add a description or comment concerning the payment to the Receiver/Payee that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

### **Failure or Rejection of Transfer Transactions**

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Financial Institutions which may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

1. The Receiver/Payee does not enroll in or register with the Transfer Service;
2. The Receiver/Payee does not complete the necessary steps in providing needed information to complete the transfer;  
or
3. The Receiver/Payee does not register with the Transfer Service using the specific email address or mobile telephone number you have provided to us for them.

Upon learning that a Transfer Transaction from your Funding Account to a Receiver/Payee cannot be completed for any reason, we may attempt to complete the payment again. If the Transfer Transaction is not completed, we may notify you to contact the intended Receiver/Payee, but we are not required to do so.

If you do not have enough money in your Funding Account to make a Transfer Transaction we may reject your request to initiate the fund transfer, or activate Occasional Overdraft Protection Service (OOPS), Cash Reserve, or other transfers you have previously enabled/agreed to for your Funding Account.

We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Receiver/Payee or from a Receiver/Payee Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Receiver/Payee.

### **Authorization for Fund Transfer and Suspense of Funds**

You agree that each payment instruction you give us is an authorization to make a Transfer Transaction on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction.

You understand that the Receiver/Payee Financial Institution may require the Receiver/Payee to manually accept each funds transfer you send to them. **You understand and agree that we have no control over whether or not the Receiver/Payee Financial Institution will require manual acceptance, or how long the Receiver/Payee Financial Institution will hold the funds before returning them if the Receiver/Payee fails to complete the required steps to accept the transfer.** You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

### **No Right to Cancel or Stop a Transfer Transaction**

Transfer Transactions that are in process cannot be cancelled or stopped. **You agree that you are responsible for resolving any payment dispute with any Receiver/Payee to whom you send money through a Transfer Transaction.**

### **Discharge of Obligations**

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the Receiver/Payee of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

### **Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit transfer instructions on your behalf. You understand that

financial institutions receiving the fund transfer instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### **Power of Attorney**

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described in this Agreement, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of the Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS AFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Agreement.

### **Limitation of Liability and Indemnity**

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF OUR ACCESS TO THE ACCOUNTS; OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECEIVER/PAYEE'S EMAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US.

We shall have no liability to you for any such transfers of money, including without limitation, any failure to complete a transaction in the correct amount, or any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Service.

You acknowledge and agree that you are personally responsible for your conduct while using the Transfer Service and agree to indemnify and hold us and our respective officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we or you may incur in connection with a third party claim or otherwise, in relation to your use of the Transfer Service or the use of the Transfer Service by anyone using your debit card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT DISPUTES OR ANY OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER TO WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, WHILE USING THE SERVICE.

### **Governing Law**

This agreement and its enforcement shall be governed by the laws of the state of Illinois, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products, and services accessed via the transfer service shall be governed by laws of the applicable account agreements. Any claim or action arising out of or relating to this Agreement will be instituted exclusively in the state or federal courts located in Springfield, Sangamon County, Illinois.

**Attorney Fees**

In the event that you or the Bank commence an action with respect to the enforcement or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover all reasonable attorney fees and litigation costs incurred in connection with that action.

**Waiver**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Severability**

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

**ILLINOIS NATIONAL BANK E-SIGN DISCLOSURE**

This Illinois National Bank E-Sign Disclosure and consent ("Disclosure"), applies to all Communications for all products, services, and accounts ("Account(s)") you have with Illinois National Bank, including existing and future Accounts, whether you apply for the Account electronically/online, and whether or not Accounts are opened and/or accessed through INB Online Banking and/or Cash Management, or other electronic access method.

The words "we," "us," and "our" means Illinois National Bank, and the words "you" and "your" means you, the individual(s) or entity that is identified on the Account as the owner or signer of the account. As used in this Disclosure, "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, periodic statements, disclosures, notices, responses to claims, transaction history, privacy policies, and all other information related to your Account(s), including but not limited to information that we are required by law to provide to you in writing.

1. **Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications relating to your Account(s) in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- Initial disclosures or agreements and all legal and regulatory disclosures and communications associated with your Accounts and/or the products or services available through INB Online Banking and/or Cash Management.
- Notices and/or disclosures about a change in the terms of your Account(s) or associated payment features and responses to claims.
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in INB Online Banking and/or Cash Management and associated services.
- Paid promissory notes and released and/or cancelled loan documents.

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication

3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form for any of your Accounts by completing an email preferences change form at one of our branches, or by contacting us at 1-877-771-2316. Our receipt of undeliverable email does not constitute withdrawal of your consent to receive Communications electronically. Any properly executed withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. According to the delivery method or method by which you receive electronic information from us, you can update your e-mail address by logging in to INB Online Banking and/or Cash Management <https://www.illinoisnationalbank.com>. If you receive documents through our Online Secure Messaging and Document Storage site (e-safe), you must also change your email address at this site: <https://illinoisnationalbank.securemsg.com/login.cfm>. Your consent to receive electronic communications remains valid even if we receive email returned as undeliverable. For security purposes, your change request may be subject to additional verification.

5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- An up-to-date Internet browser that we support, that includes 128 bit encryption. In addition, Java Script and cookies must be enabled on the browser you are using
- Sufficient electronic storage capacity to retain our communications and/or a printer to print them
- Software that enables you to view and save files in the Portable Document Format (“PDF”)
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs
- An up to date device or devices, including but not limited to personal computers, smartphones, tablets, etc. suitable for connecting to the internet, to receive, access, display, save, or print communications received from us.

6. Requesting Paper Copies. We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an item that was previously sent electronically, provided that such request is made while the document(s) you are requesting are still available to us. To request a paper copy, contact us by telephone at 1-877-771-2316 or by emailing us at [customerservice@illinoisnationalbank.com](mailto:customerservice@illinoisnationalbank.com). There may be a charge or fee associated with our provision of paper copies, and those fees and charges are outlined in the disclosure documents you received from us at the time you opened your account. (To protect your privacy over the Internet, we recommend that you do not send sensitive information like your account number, social security number, or PIN by email.) We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

7. Communications in Writing. All Communications in either electronic or paper format from us to you or you to us will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

8. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. Termination/Changes. We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

10. Consent. By your acceptance of this agreement, however your consent is given or received, you consent to receiving information electronically from us, and you agree that your computer and other electronic devices satisfy the hardware and software requirements specified above, and that you have provided and will maintain a current email address at which we may send electronic communications to you.