

## Internet Banking Agreement & Disclosure

Please read this agreement carefully before continuing.

### Introduction

This Internet Banking Agreement and Disclosure governs your use of Internet Banking. Throughout this web site the Agreement and Disclosure will be referred to as "Agreement". By using Internet Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

### Definitions

You or Your - The person(s) subscribing to or using Internet Banking.

First National Bank of Brookfield, We, Us, or Our - Refers to First National Bank of Brookfield and any branch, agent, independent contractor, designee, or assignee First National Bank of Brookfield may involve in the provision of Internet Banking.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by First National Bank of Brookfield. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Day Cut-Off- First National Bank of Brookfield's primary banking office is located in Brookfield, IL and located in the Central Time zone. For posting purposes, the bank will process all transactions completed by 6:00PM on that business date. Transactions completed after 6:00PM, including transfers, will be processed on the following business day.

Privacy Statement - First National Bank of Brookfield understands how important privacy is to our customers. We have taken steps to insure your security and privacy for your personal and financial dealings with the bank. Our customer privacy statement can be obtained by clicking on the following link  [Privacy Statement](#).

### About Internet Banking

First National Bank of Brookfield's Internet Banking consists of an online banking web site that provides a complete array of financial services to its customers.

The Internet Banking system that is accessible by First National Bank of Brookfield's customers over the Internet currently consists of:

Account Inquiries, balances, rates, etc.

Secure Applications

Online Help

View Detailed Transactions

Transaction Downloads

Various bookkeeping services

Account transfers

Payments to our loan accounts

For customers who select Bill Payment, these additional functions are available:

One-time Payments

Fixed Recurring Payments

Occasional Payments

Variable Recurring Payments

Special commercial services may also be offered to certain business accounts.

#### Internet Security Information

First National Bank of Brookfield's Internet Banking system is part of the Fiserv Network that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be requested contacting our Internet Department via e-mail at [bank@fnbb.com](mailto:bank@fnbb.com). In addition to our log-on security, we use the SSL (secure socket layer) encryption technology for everything you do in the Internet Banking system. This technology is automatically activated by your browser when it attempts to connect to our system and it will support 128 bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. In addition, our servers have been certified by a "Certificate Authority" that will assure you that you are actually talking to our servers instead of someone pretending to be us.

During your use of the Internet Banking system, we will pass a "cookie" to your browser for identifying you during the session. We do not (and can not) use our cookies to obtain new information about you. A "cookie" is security data that is given to a browser by a web server that is returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Access ID and passcode for each individual transaction. When you log off, or after ten minutes, the cookie is no longer accepted and must be renewed by requiring the passcode to be reentered. A new cookie is used for each session. That way, no one can use the cookie to access your account.

In addition to the security measures described above, there may be other security notices posted on the web site regarding security issues. It is your responsibility to read all applicable notices. One of the main security features guarding the use of the Internet Banking system is the unique combination of your Access Code and Passcode (or Password). It is important that you keep your Passcode secret. We will not be liable for any losses resulting from your permitting other persons to use your Access Code and Passcode to access the system.

If you have more questions about our security systems for conducting transactions safely over the Internet, contact our Internet Banking department at [bank@fnbb.com](mailto:bank@fnbb.com).

#### Registration Process

The Internet Banking service requires that the customer complete the initial registration process. This involves completing a secure online application that will identify your First National Bank of Brookfield location and all the information that we will need to enable the service. The Internet Banking department will verify the information you submitted for accuracy and authorizations. In about one week, you will be notified concerning the status of your account. We do not guarantee that all applicants will be accepted.

#### Log-On Security

Security is very important to the Internet Banking system. At the time you request the service, you will select a unique "Access ID" and then choose a "passcode" that will be used to gain access to the system. Prior to activation, the Internet Banking department will verify your identity and authorization to information associated with the accounts that you requested tied to the service.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your passcode and your session will continue where you left off.

Because your passcode is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a passcode that is hard to guess. (We suggest that you stay away from names, dates, and information that may easily be guessed). Keep your passcode safe. Memorize your passcode and never tell it to anyone. You may consider changing your passcode occasionally, such as every 90 days. This can be done at any time after you logged on from the "options" menu.

#### Accounts

You may request access to any account that you are a signer. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access Code and Passcode are authorized unless we have been notified to cancel the service.

#### Fees for the Internet Banking Service

The Internet Banking service is currently available to our existing personal account customers at no monthly charge. The Bill Payment feature is an optional service for personal checking accounts. You must specifically request to have this service added. Currently the Bill Payment feature is available to existing personal account customers at no monthly charge. Fees are subject to change without prior notice.

#### Cancellation of Internet Banking

Your Internet Banking may be canceled at any time by First National Bank of Brookfield in whole or part without prior notice due to insufficient funds in one of your accounts or other

circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call Internet Banking Service Support listed below in the Errors and Questions section.

#### Balance Inquiries, Bill Payments and Transfers Limitations

You may use Internet Banking to check the balance of your accounts and to transfer funds among your accounts. There are no limits to the number of transfers or bill payments from your Checking Accounts. First National Bank of Brookfield currently limits the bill-payment service to only Checking Accounts.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your Internet Banking Coordinator.

The balances are updated periodically and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction to base our approval.

#### Special Information about the Stop Payment Service

The system includes the option to request a stop payment on an individual check. Generally, requests received from the system will be processed within one business day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact First National Bank of Brookfield directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written or electronic drafts that are deducted from your account. There may be additional fees associated with this service. This service is not available to cancel the payments scheduled through the bill payment service. If you have a problem or need to cancel a bill payment, you will need to contact the Internet Banking department.

#### Bill Payment Service

The Bill Payment Service allows you to set up your Payees by entering the necessary information where indicated. We are able to process payments to payees that have a US Postal address. The Bill Payment service will also allow you to see a history of all the payments made from your accounts.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your

payments. The payment will normally be charged to your account on the business date that it is approved.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our cut-off time, at 1:00PM Central Time on any business day. Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. In general, the system will attempt to tell you when you can expect the payment to be received by the payee. The estimated payment arrival date is typically shown on the check where you schedule the payment date below the amount line. (Our system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records.) By using this service, you authorize us, and any third-party payment processing agent we may use, to choose whatever method we feel is the most effective method to process your transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If we have to send a paper check in the US Postal system, we typically suggest sufficient time as five (5) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we suggest sufficient time as three (3) business days prior to the payee receiving the payment.

#### Unlawful Internet Gambling

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG which seek to prevent Unlawful Internet Gambling businesses from utilizing the banking system, restricted transactions are prohibited from being processed through your account. Restricted transactions are transactions in which a person accepts credit, funds instruments or other proceeds from another person in connection with Unlawful Internet Gambling. Failure to comply with this restriction will result in your account being closed.

#### Our Liability for Incomplete Transactions

It is our responsibility to process all bill payments properly initiated through the Internet Banking system in accordance with this Agreement. We will be liable for damages, as defined in this Agreement, where the system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth business day following the date your account was charged for the payment. Transfers will be processed within three business days of the completed transfer transaction. We will not be liable if any of the following occurs:

1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction.
2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Any information provided by you about the Payee is incorrect.
5. There are any delays in the handling of the payment by the Payees.

6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Internet Banking or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the US Post Office.

#### Payment Guarantee

We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date if all the following apply:

1. You scheduled the payment before the cut-off time on a transaction date at least ten (10) business days prior to the Due Date.
2. Correct information was provided to us about the Payee (name, address, account number, and amount).
3. Your account contained sufficient available funds to complete the payment or transaction on the transaction date.
4. The Payee was a Business Payee that charges late charges or penalties.
5. Late payment fees or penalties were assessed by the Payee due to the delay of this payment.
6. You received no prior notice from the Payee/Vendor that there was a problem with processing payments from our system.
7. You received no notice within the ten business day period that would have allowed you to alert our Internet Banking department of a problem where we could have taken corrective action to remedy the situation prior to the tenth day.

#### Notice of Your Rights and Liabilities

Notify us immediately if your Access ID and Passcode have been compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the passcode. Telephoning us at the number listed below in the Errors and Questions section is the best way of limiting your possible loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one).

If we are notified within two (2) business days after you discover that your Access ID and Passcode has been compromised, lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the Access ID and Passcode without your permission, you could lose as much as \$500.

If your statement shows unauthorized transfers, notify us within 60 days after the statement is mailed to you or viewed on your computer. After 60 days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a good reason, (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

## Errors and Questions

In cases of errors or questions concerning transactions completed with Internet Banking, do one of the following, as soon as possible:

1. Telephone Internet Banking Service Support at (708) 485-2770; or
2. Write to Internet Banking Service Support at 9136 Washington Ave, Brookfield, IL 60513-1300 or
3. Initiate a payment inquiry on your PC through e-mail to [bank@fnbb.com](mailto:bank@fnbb.com).

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and your Access ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
4. Tell us the amount of the error.
5. For a Bill Payer error tell us:
  - o Checking account number used to pay the bill
  - o Payee name
  - o Date the payment sent
  - o Confirmation number
  - o Payment amount
  - o Payee account number for the payment in question.

We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transaction involved a new account). If we need more time we may take up to 45 business days to investigate (90 business days if the transaction involved a new account). If we choose to take up to 45 business days, we will give you a provisional credit to your account within ten (10) business days (20 business days if the transaction involved a new account). Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

## Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.

7. Where otherwise required or permitted under state or federal laws and/or regulations.

#### No Signature Requirements

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

#### Virus Protection

First National Bank of Brookfield is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### Termination

You may terminate the use of Internet Banking by contacting First National Bank of Brookfield in writing by mail, e-mail, or personal delivery to First National Bank of Brookfield. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

#### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

#### Assignment

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

#### Ownership of Material

First National Bank of Brookfield utilizes the Fiserv eCom(tm) and eCorp(tm) systems for its Internet Banking services and the Fiserv Paytraxx(tm) system for Bill Payment services. eCom(tm), eCorp(tm), and Paytraxx(tm) are trademarks of Fiserv. Unauthorized reproduction in whole or part is prohibited.

#### Amendments

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, increased liability to you, or if we deem that the services provided will be considered more restrictive by our average customer.

#### Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this

Agreement and any others, or any statements made by employees or agents, this agreement shall supersede.