

**Warren-Boynton State Bank  
Internet Account Access User Agreement  
and  
Electronic Funds Transfer Disclosure Statement**

This Internet Banking Access Agreement ("Agreement") contains the terms and conditions that apply to your use of the Warren-Boynton State Bank Internet Banking Service ("Service"). By using the Warren-Boynton State Bank Internet Banking Service, you agree to abide by the terms and conditions contained herein.

This Agreement is in addition to any other agreements between us or disclosures we have provided to you in the past or may make to you in the future.

In this Agreement, the terms "our," "we," "us," "Bank," or "WBSB" refers to the Warren-Boynton State Bank, an Illinois Banking Corporation. The term "you," "your," or "yours" refers to the Internet Banking Customer. The Internet Banking Customer means each person who has an interest in an account or other relationship with WBSB that is accessible through the WBSB Internet Banking Service (also referred to hereinafter as the "Service").

This agreement, also includes the accessing of your account information via a text message, smart phone or any other handheld electronic wireless device.

To access the WBSB Internet Banking Service, you must be an authorized user. To be an authorized user, you must read and agree to the terms of this Agreement, have an eligible account with WBSB and have been approved for enrollment. To enroll you must have a "User Name" and "Password". We also require a third protocol, referred to as Multi-factor Authentication.

This Disclosure and Agreement applies to all types of electronic funds transfer services and Internet accessed services provided by WBSB. Please read this Disclosure and Agreement in its entirety since it contains disclosures that will affect you.

You may want to print or save this document for future reference; if you would like us to send you a paper copy, you may notify us directly.

Correspondence

We may be reached at:

Warren-Boynton State Bank  
702 West Illinois Street  
New Berlin, Illinois 62670-0019  
Phone: (217) 488-6091  
E-Mail: [wbsb@wbsb.com](mailto:wbsb@wbsb.com)

### Definitions:

Internet Banking is an electronic banking service provided by WBSB to enable our customers to access their accounts over the Internet. With access to the Internet, your customer number and your PASSWORD, you may perform the following transactions at any time:

- Balance inquiries;
- Transfer funds from account both within and outside of the Bank;
- Obtain rate quotations and other information on your accounts and loans;
- Review your account history;
- Transmit ACH files if applicable;
- Download account history; and
- Pay most bills with the Bill Pay Service option.

You may designate accounts at the Bank between which you may transfer funds electronically through Internet Account Access. All of these accounts must be in your name or have the authority to access the account per the account agreement.

### Fees

Except as otherwise reported in this disclosure, there are no monthly or per-transaction fees for accessing your account[s] through the WBSB Internet Banking Service.

There are however, fees described in the applicable product or account disclosure statement that may apply to services ordered online and to transfers from a credit account (such as monthly service fees for deposit accounts, finance charges for credit accounts, bill pay service fee, overdraft fees, etc.). You may also incur fees for the telephone and Internet services you use to access the service.

We reserve the right to levy service fees in accordance with fee schedules adopted by the Bank from time to time.

### Internet Bill Payments

The Internet Bill Payment service enables you to set up recurring payments, make one-time payments, and track your payments to individual payees. This service eliminates the need to write checks and go to the post office. You can do this right from your home or office.

Bill payments to federal, state or local tax agencies are not allowed. Funds for ALL bill payments (either by check or electronically) will be debited from your specified account ON THE DAY the payment is scheduled to be transmitted to the receiver. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers on bill payments from a Money Market Account or Savings Account during each statement period. There are no limits to the number of transfers or bill payments from your checking accounts. The Bill Payment service is free. WBSB reserves the right to terminate the Bill Payment Agreement and your use of any services under it for any reason without notifying you. **If Bill Payment is not used for a ninety (90) day period,**

**your Bill Payment Service will be considered dormant and will result in the termination of the service. When this service is terminated, all Bill Payment history and Payee Information will be deleted. If you would like to regain access after your service has been terminated, a new enrollment form must be completed and resubmitted.**

All payments made by Internet Banking require sufficient time for the receiver to process the payment and credit your account. The time frames will generally be determined by the way 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 before the payee requires receipt of the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as three (3) business days before the payee required receipt of payment. We recommend that you contact your individual payee(s) for restrictions that may apply.

Our Liability for Incomplete Payments – 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 up to \$50 for any late fees or penalties you are charged per payment, where the system caused a payment delay or failed to process a payment to be received by a payee/vendor by the fifth (5) business day for payment by check and the third (3) business day for electronic payment, following the date your account was charged for the payment. We will not be liable if any of the following occurs:

1. Funds are not showing on the system's available balance or such transfer would exceed an established credit limit for your account that is to pay for the bill or transfer at the time of the transaction.
2. Funds are subject to legal process or other claims restricting such 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.
10. You failed to schedule the payment before the cut-off time on a transaction date at least five (5) business days for payment by check and three (3) business days for electronic payment, prior to the Due Date.
11. Late payment fees or penalties were not actually assessed by the Payee due to the delay of this payment.
12. You received notice within the five (5) or three (3) business day period, whichever applies to your transaction, 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, and you did not notify us.

#### The Bill Paying Process

**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 5:00 pm CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s **“Pay Before”** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment’s **“Pay After”** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

#### Protecting Your Password Protocols

The only way to access your accounts via the Service is to use your password protocols. The protocols are designed to prohibit unauthorized use of your accounts. You are

responsible for preventing the unauthorized use of your protocols and you should keep them protected at all times. Anyone who has obtained your protocols may be able to access your account[s] via the Service. You must notify WBSB immediately if you believe your protocols have been lost or stolen or you wish to change your protocols to prevent the unauthorized access of your account[s].

Knowledge of your password will allow access to your accounts to unauthorized persons. Memorize your password. If necessary, keep it in a completely separate place for your protection. For your protection, we recommend that you change your password on a regular basis.

#### Multi-factor Authentication

Multi-factor authentication “MFA” will include, but may not be limited to answering security questions and retrieving and inputting a protocol from an out of band authentication source such as an e-mail or text message transmission to complete the log-in process. If answered correctly, you may then choose to allow a “cookie” to be imbedded in your browser which eliminates the need to answer the challenge question at every log-in.

#### Account Ownership

If any of your accounts have joint owners, then any one of the owners may access those accounts by applying for and using the service and we are not required to provide prior notice to the other owner. You further agree that any one of those owners may initiate and authorize a bill pay payment and we can act on that authorization. In addition, none of your accounts, including but not limited to your payment account, may be an account that requires more than one signature for transactions or which you own in a fiduciary capacity, as custodian or trustee, unless you own the account under a revocable living trust and you are the sole grantor and sole trustee.

#### No Signature Required

At which time you elect to transfer funds between your preauthorized accounts held by WBSB or enroll in Electronic Bill Payments, you authorize us to honor debits drawn against your accounts without the presence of your written signature.

#### Preauthorized Accounts

Any signer of the account may authorize an account to be linked for Internet Banking. These accounts include both deposit and loan accounts. You may add, change, or remove any account at your discretion. Not all deposit and loan accounts are available for preauthorized transfer of funds. Any account that requires multiple signatures to authorize debits is not eligible.

## Business Days

Business Days: Monday through Friday  
Excluding Federal Holidays

For determining the availability of your transactions, every day is a business day except for Saturdays, Sundays, and Federal holidays. If you make a transaction before 5:00 p.m., Central Standard Time, on a business day that we are open, we will consider that day to be the date of your transaction. If you make a transaction after 5:00 p.m., Central Standard Time, on a business day or on a day we are not open, we will consider that the transaction was made on the next business day we are open.

## Unauthorized Transfers

- (A) Consumer liability: Tell us at once if you believe your password has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone tampered with your accounts without your permission. (If you believe your password has been stolen, and you tell us within two (2) business days after you learn of the theft, you can lose no more than \$50.00 if someone tampered with your accounts without your permission.)

If you do not tell us within two (2) business days after you learn of the theft of your password, and we can prove we could have stopped someone from using your accounts without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

- (B) Contact in event of unauthorized transfer

If you believe your password has been stolen or that someone has transferred or may transfer funds from your accounts without your permission, call or write us at the telephone number or address listed in this disclosure.

## Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed in this disclosure as soon as you can. If you think your statement is wrong, or if you need more information about a transaction listed on the statement, call or write to us at the telephone number listed in this disclosure. We must

hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. We will need the following information:

- Tell us your name and account number (if any);
- 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; and
- 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty {20} business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days (45) (ninety {90} days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty {20} business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may telephone or contact us at the telephone number and address listed in this disclosure.

#### Preauthorized Credits

If you have arranged to have direct deposits in your account at least once every sixty (60) days from the same person or company, you can call us at (217) 488-6091 to find out whether or not the deposit has been made. You can also review your account history online via our Internet Banking Account Access Service.

#### Preauthorized Deposits

You may preauthorize deposits to be made to your checking, savings, or Individual Retirement Account (IRA) from a third party on a regular basis.

#### Preauthorized Payments

If a third party to whom you owe money makes, with your permission, arrangements to have funds transferred out of your checking or savings account on a regular and

preauthorized basis in payment of your debt, we will make such transfers from your account(s) on your behalf.

#### Periodic Statements

You will get a monthly account statement from us for your Checking or Money Market Accounts. You will get a monthly account statement from us for your Savings Accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### Right to Stop Payment and Procedure for Doing So

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call or write us at the telephone number or address listed in this disclosure statement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$25.00 for each stop-payment order you give.

#### Notice Of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

#### Liability for Failure to Stop Payment of Authorized Transfer

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

#### Limitations on Electronic Funds Transfers

The limit on your amount to transfer is the available balance in your account, plus your overdraft line of credit available balance. You authorize us to charge your account for any transactions accomplished through the use of the Service, including the amount of any recurring payments that you make, and charge for this service. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through the Service.

#### Financial Institution's Liability For Failure To Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are, however some exceptions. We will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If you have an overdraft line and the transfer would go over the credit limit;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;



- If we are legally restricted from transferring funds to or from your account;
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken; and
- There may be other exceptions stated in our agreement with you.

#### Confidentiality

We will disclose information to third parties about your account or the transfers you made on the following situations:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us written permission.

#### Damage to Equipment

We accept no responsibility for interruption of service due to loss of electric power or lack of telephone service and line quality or PC or modem failure. We will not be responsible for any loss or damage to your equipment (computer hardware or software, and so forth) resulting directly or indirectly from the use of our Service.

#### Equipment and Technical Requirements

Depending upon the service you request, you must have Internet Access through an Internet Provider, Internet Browser software, mobile phone with text messaging capabilities or a smartphone with Internet connectivity. You understand that the Bank does not make any warranties on equipment, hardware, software, or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, and warranties of merchantability or fitness for a particular purpose. The Bank is not responsible for any loss, injury, or damages, whether direct, indirect, special, or consequential, caused by the Internet Provider, any related software, or the Bank's Account Access or the use of any of them or arising in any way out of the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

#### Virus Protection

We are 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.

#### Privacy Statement and Security Issues

The privacy of our customers accounts, correspondence, and any other dealings is of the utmost importance to us. We have taken all known measures 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 Privacy Statement link on our website.

#### Inactive Accounts

WBSB reserves the right to terminate this Agreement or your use of any services under it for any reason without notifying you. If you do not use Internet Banking for ninety (90) days, the service will be disabled. If you do not use the service for a one hundred eighty (180) day period, your Internet Banking account will be considered dormant and will result in the termination of your service. Your account can be re-activated between the 90<sup>th</sup> and 180<sup>th</sup> day of dormancy. After 180 days of dormancy the account will be terminated, a new enrollment process will need to be initiated.

#### Termination

You may terminate your use of the Service by providing us with fifteen (15) business days prior written notice at the address noted in this disclosure. In addition, before you terminate the service, you must separately cancel all of your checking and savings accounts transfers, and line of credit account transfers and/or bill pay payments you scheduled through the service. If you do not cancel your deposit account and line of credit account transfers and scheduled bill pay payments before you terminate the service, those transfers and payments may be made. You will also be responsible for any bill pay service fees that have not been billed to your payment account.

We may terminate your use of the service, in whole or in part for any reason, at any time without prior notice.

#### Amendments

We may amend all terms and conditions at any time, but will give you notice thirty (30) days before the amendment becomes effective if the amendment will result in increased charges or liability to you or a few types of available electronic fund transfers or limitation of the transfers you may make. Such notice will be mailed to you at the last address of record on our files. If, however, an immediate change in terms and conditions is necessary for security reasons, we may amend these terms and conditions without prior notice.