

## **SBC Internet Banking agreement**

This SBC Internet Banking agreement (“Agreement”) governs your use of online banking and bill payment services via the internet with State Bank of Countryside. By applying for and using SBC Internet Banking, you agree to be bound by this Agreement and accept its terms and conditions and any amendments. All SBC Internet Banking transactions are also subject to applicable laws, regulations, rules, the State Bank of Countryside Agreement and Rules Brochure and other disclosures covering your accounts at State Bank of Countryside.

***DEFINITIONS*** - SBC Internet Banking refers to State Bank of Countryside’s Internet accessed online banking and bill payment services and may be referred to as the “Services”. The terms “we”, “us” and “Bank” refer to State Bank of Countryside and the term “you” refers to the Services User, whether singular or plural, who applied for use of the Services for designated accounts and was approved by the Bank. “Account” and “Accounts” refer to your State Bank of Countryside accounts that you designated, and we approved for the Services use.

***ELIGIBILITY*** - To use the Services, you must have an eligible State Bank of Countryside account. Only those Accounts designated by you and approved by us may be accessed through the Services. We reserve the right to restrict use of the Services for one or more types of Accounts or transactions and to impose other limits or restrictions on use of the Services. You can only access Accounts on which you are an owner. You cannot use the Services to make transactions from accounts where more than one signature is required for withdrawal. Because SBC Internet Banking can recognize only one Login ID and password for each transaction, any one authorized user can effect a transaction, even if the Account ordinarily requires two signatures for a paper check. We will not be liable for transactions effected by a single authorized user with respect to such an Account.

***PASSWORD AND SECURITY*** - You will choose your own User ID and password that you must use to access your Accounts through the Services. You agree that use of your User ID and password constitutes your authorization for all transactions made using your User ID and password, including all pre-authorized electronic fund transfers, and has the same effect as your written signature. You agree not to give or make your User ID and password available to any unauthorized individuals. If you believe that your User ID or password is lost or stolen, or that someone may attempt to use the Services without your consent or has transferred money without your permission, you must notify the Bank at once by calling 708-485-3100. A message can be left after our normal business hours and will be considered received upon retrieval the next business day.

***AVAILABLE SERVICES*** - You may use the Services to access your Accounts for online banking and bill payment services via the internet. The Services are normally available 24 hours a day, 7 days a week. However, the Services may not be available from time to time for system maintenance.

***PROCESSING TIMES*** - Immediate transfers will be completed at the same time the Bank receives your request. Future dated and recurring transfers will be completed by 5:00 a.m. (Central Time) on the date they are scheduled to be made. If a recurring transfer is scheduled to be made on a date that does not occur in a given month, e.g. the 29th, 30th, or 31st it will be made on the last day of the month.

***TRANSFER PROCESSING*** - Scheduled transfers will only be made if there are sufficient available funds in your Account at the time the transfer is scheduled to be made. The amount of each transfer will be debited from your Account at the time that the transfer is made.

***BILL PAYMENT SERVICE*** - You can apply for SBC Billpay through SBC Internet Banking. Only those users approved will be able to use the bill payment Services. This approval process generally will take no longer than seven business days. You can use the Services to schedule a bill payment to a business or individual (“Payee”) in the United States. Payments can be scheduled on a one-time or recurring basis. Recurring payments are those made for the same dollar amount on the same date each month.

Recurring payments cannot be scheduled more than 365 days in advance unless the first scheduled payment is due within 365 days from the date it was originally scheduled. Bill payments can only be made from a checking Account or NOW Account. If you use more than one checking Account or NOW Account to make bill payments, you must designate the Account from which the payment is to be made (“Payment Account”) each time you schedule a payment.

By providing State Bank of Countryside with the names and account information of Payees, you authorize us to follow the payment instructions that we receive from you through the Services and to rely on the accuracy of all of the information that you provide to us. It is your responsibility to update the Payee and payment information if there are any changes. It remains at our discretion to determine the appropriate method for processing payments to Payees; we may choose to make payments electronically or by check.

**You cannot make government payments**, including court directed payments, through the Services. At our discretion, we may refuse to pay any Payee and refuse to make payments that we believe are fraudulent or erroneous. We will notify you promptly if we refuse to make a payment to a Payee (except if you attempt to make a government payment or pay Payees outside of the United States).

The business day that you select to have your bill payment made (“Scheduled Payment Date”) must be no less than the number of business days required by the Services for that type of payment before the actual due date, not the late date and/or a date in the grace period. While it is anticipated that most transactions will be processed and completed on the next business day after the Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Services, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. We are not liable for any late payments where you do not allow for sufficient processing time. See the Our Liability section of this Agreement.

You must have sufficient available funds in your Payments Account on the Scheduled Payment Date for the Bank to complete your payment .

All bill payments scheduled to be made on a Saturday, Sunday or federal holiday will be made on the next business day. If a recurring bill payment is scheduled to be paid on a date that does not occur in a given month, e.g. the 29th, 30th or 31st, it will be paid on the next business day. Bill payment requests received after 8:00 p.m. (Central Time) on a business day or anytime on a non-business day will be processed on the next business day.

## *Expedited Payments*

When making a payment, you may opt to have your payment delivered faster than our standard payment schedule. This is called an “Expedited Payment”. All active payees in your payee list are eligible to receive an overnight check. Any active payee that we currently send electronic payments to is eligible to receive an expedited electronic payment. The system will display which option is available for your specific payee. If both options are available for a payee, you may choose the one which best fits your needs.

When you choose to make an expedited payment, a convenience fee of \$35 will be charged to your checking account. You will see this fee as a separate transaction.

### Expedited Electronic Payments

Expedited electronic payments are limited by the cut-off time established by the payee to accept same day payments. Payee cut-off times vary for each payee.

Processing of expedited electronic payments begins immediately. Once you click the button on the preview page, you are unable to make any changes or edits.

### Expedited Overnight Check Payments

To ensure overnight delivery, overnight check payments can only be sent to a valid street address in the continental United States (the contiguous 48 states and the District of Columbia). In addition, overnight check payments cannot be delivered to the following locations:

- APO (Army or Air Force Post Office Boxes) addresses
- FPO (Fleet Post Office Boxes used for the Marines & Navy) addresses
- Post Office (P.O.) boxes
- Addresses considered undeliverable using USPS standards.

You may be asked to enter an address for the expedited check payment. This is because many payees have a separate address to be used when sending payments via an overnight service such as Fed Ex. This may be different from the payee address you normally use. This address will be retained by the system for future expedited payments to that payee.

Once the payment has been made, you will receive a Fed Ex tracking number which will allow you to follow the progress of your payment to your payee.

Overnight check payments must be set up prior to 6:45 PM CDT/CST for overnight delivery. You will be able to cancel or edit any request for an overnight expedited payment until this time.

***LIMITATIONS ON TRANSFERS AND PAYMENTS*** - The maximum dollar amount of any transfer is \$50,000.00. The maximum dollar amount of any bill payment is \$9,999.99. For security reasons, we may impose additional limits on the dollar amount of bill payments or transfers from your Account.

### ***LIMITATIONS ON THE FREQUENCY OF TRANSACTIONS ON MONEY***

***MARKET AND SAVINGS ACCOUNTS*** - In accordance with Federal Regulations, no more than six pre-authorized, automatic or telephone transfers or withdrawals (including online banking) are permitted from a money market or savings account in a statement cycle. These transfers or withdrawals may be made by check, draft, or POS withdrawal (to the extent that these services are available on an Account). A charge may be assessed for each transfer or withdrawal that exceeds these restrictions in accordance with our Account disclosures. We may change your account to a demand deposit account if you continue to exceed these limitations.

### ***STOPPING, MODIFYING OR CANCELING PAYMENTS AND TRANSFERS***

#### **Payments:**

You may cancel or edit any payment (including recurring payments) prior to 8:00 p.m. (Central Time) of the Scheduled Payment Date by following the directions within the Services. You cannot use the Services to cancel or edit any payment on the Scheduled Payment Date after 8:00 p.m. (Central Time). If you need assistance with canceling or stopping any payment prior to midnight on the business day before the Scheduled Payment Date, you may call SBC Internet Banking Customer Service at 888-249-7564 during the hours stated in the Customer Service section of this agreement.

#### **Transfers:**

You may modify or delete future dated or recurring transfer requests made using the Services prior to 5:00 a.m. (Central Time) on the date the transfer is scheduled to be made. Immediate transfers cannot be cancelled after the transfer request is received by the Bank.

***FEES AND CHARGES*** - There is no charge for the use of SBC Internet Banking and SBC Billpay. Should you not logon to SBC Internet Banking for a 90 day period, your service will be discontinued and you will need to re-enroll.

Fees and charges applicable to Services can be found in the [SBC Internet Banking and SBC Billpay Service Fee Schedule](#).

You agree to pay all fees and charges related to the Services and your Accounts as set forth in this Agreement, our Agreement and Rules Brochure and the Account disclosures, and any expenses, costs and fees relating to any transaction using the Services or enforcement of this Agreement. This includes reasonable attorney's fees and legal expenses, subject to limitations imposed by Federal and State laws and regulations.

***USE OF THE SERVICES*** - As a condition of using the Services, you agree that you will:

1. Not allow anyone else to use the Services to access your Accounts or make transfers or bill payments;
2. Safely keep your User ID and password in your sole possession and not disclose or make it available to anyone else;
3. Only use the Services in accordance with this Agreement and any other instructions we furnish to you for the purpose authorized by us; and
4. Immediately report to us any loss, theft, or suspected unauthorized use of your Accounts through the Services.

## *YOUR LIABILITY*

**IN GENERAL** - You authorize us to credit or charge your Accounts for all transfers and payments initiated through the Services with your User ID and password. You are liable for all of these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

**FOR UNAUTHORIZED TRANSFERS** - If you believe that your User ID or password has been lost or stolen, or that someone transferred or may transfer funds from your Account without your permission, please call us immediately at 708-485-3100. A message can be left after our normal business hours and will be considered received upon retrieval the next business day.

If you tell us within two business days after you discover your User ID or password has been lost or stolen, you can lose no more than \$50 if someone uses your User ID or password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your User ID or password, and we can prove that we could have stopped someone from using your User ID or password without your permission if you had told us, you could lose as much as \$500. If your monthly statement contains transfers that you did not make, tell us at once as directed in the Errors and Questions section of this Agreement. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us within this time frame.

## *OUR LIABILITY*

We will use our best efforts to make all your transfers and payments properly. If you follow the terms and conditions described in this Agreement and other instructions provided to you, and we fail to process a payment on the Scheduled Payment Date, we will bear responsibility for the late charges that you incur up to a maximum of \$200.00. We will not be liable for any payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement and other instructions provided to you, including but not limited to, your failure to schedule a payment without allowing sufficient time for the payment to be processed.

Additionally, we have no obligation to make payments or transfers and shall incur no liability or obligation for late charges or penalties if we are unable to complete any payments that you initiate through the Services due to any one or more of the following circumstances:

1. Your Account is closed, does not contain sufficient available funds to complete the payment or transfer, is subject to legal process or otherwise encumbered;
2. Your equipment, or software is not working properly;
3. The Services is not working properly and you know, or are advised, about the malfunction before you execute the transaction;
4. The Payee mishandles or delays a payment sent by us or the payment is delayed or mishandled in the United States mail;
5. You do not provide us with the correct names, telephone number or account information for Payees or you otherwise fail to comply with applicable requirements;
6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force, strikes, lockouts, war, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the internet or through your internet service provider, or our

equipment malfunctions that occur despite ordinary maintenance) prevent the proper execution of the transaction and we take reasonable precautions to avoid these circumstances;

7. Our Agreement to provide the Services to you is terminated;
8. Applicable law prevents completion of the transfer; or
9. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to a person or entity that does not comply with your payment instructions and our action was not intentional and resulted from a bona fide error, we shall be responsible for returning the improperly transferred funds to your Account or for directing any previously misdirected payments or transfers to the proper recipient. There is no representation that the Services will be uninterrupted or error-free.

Our sole obligation to you arising out of non-availability, interruption, or delay in providing the Services, shall be to use commercially reasonable efforts to resume the Services.

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF SOFTWARE, EQUIPMENT, AND/OR THE SERVICES. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY EQUIPMENT AND OTHER SOFTWARE DUE TO ANY VIRUSES, DEFECTS OR MALFUNCTIONS.

### ***EXCLUSION OF WARRANTIES***

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

***CUSTOMER SERVICE*** - Please call the Support Center with your questions or if you need assistance in using the Services, 24 hours a day, 7 days a week (excluding Christmas Day, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day and Thanksgiving Day when the Support Center will close as of 11:00 p.m. Central Time the day before the holiday and reopen on 11:00 p.m. Central Time on the day of the holiday) at 888-249-7564.

***ERRORS AND QUESTIONS*** - In case of errors or questions about your online banking and bill payment transactions, you should:

1. telephone us at 708-485-3100 or
2. write us at:  
State Bank of Countryside  
ATTENTION: Internet Banking Department

6734 Joliet Road  
Countryside, IL 60525

as soon as you can if you think that your bank statement is wrong or you need more information about a transfer or bill payment listed on the statement. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

You must:

1. Tell us your name and Account number;
2. Describe the error or transaction 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
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint to us in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we do decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

***RETURN ITEMS AND OVERDRAFTS*** - At our discretion, we may return or not complete an electronic bill payment or transfer for any of the reasons stated in this Agreement, including where there are not sufficient available funds in your account to cover the transaction. We will send you notification of any payment or transfer that we do not complete.

If you make a payment or transfer that is returned, or that is paid on an overdrawn Account, you will incur our standard overdraft fees as stated in your Account disclosure. Additionally, you agree to reimburse us immediately upon demand for the amount of the payment or transfer and any related fees or charges.

***STATEMENTS AND RECORDS*** - You can use the Services to request or print a statement of transactions from your Account. These statements are not considered official records of the Bank. You will continue to receive your regular monthly bank statements for all checking, NOW, and money market Accounts. A monthly bank statement will be issued for statement savings Accounts with electronic fund transactions in a particular month. Regular statement savings account statements will be issued at least quarterly.

Your use of the Services, conversations with Bank personnel, and email messages may be monitored or recorded in order to help us provide you with better service. You consent to this as a condition of using the Services.

***MODIFICATIONS OF ACCOUNTS AND SERVICES*** - If you use the Services to modify any Accounts, services or information pertaining to your Accounts and services, you authorize us to accept your electronic request as though it was made in writing and signed by you.

***NOTICES AND EMAIL*** - You may use the Services to send us email messages. We may also send messages and notices to you via the Services. All confidential information should be sent to us using the Bank Mail screens in the Services only. All information that you provide to us using the Bank Mail screens is encrypted for your security and privacy. We recommend that you do not send any confidential information to us using any other email service.

We recommend and strongly encourage that you do not send any confidential information to us using any other email service. Email messages to us are not considered received by us until they are opened by our representatives. However, if you must contact us immediately, such as if you suspect unauthorized use of your Account, you should contact us at the telephone number listed in the Errors and Questions section of this Agreement to ensure that your inquiry receives prompt attention.

***INFORMATION AUTHORIZATION*** - You authorize us to obtain credit information about you at any time. You also agree that we may obtain additional information from a Payee or financial institution regarding your accounts to resolve payment problems.

***TERMINATION OR DISCONTINUATION*** - If you wish to discontinue use of the Services, you must send us a signed written request by United States mail at the address listed in the Errors and Question section of this Agreement at least 10 days prior to termination. If you discontinue the Services, it is your obligation to cancel all outstanding scheduled payments and transfers.

We may suspend or terminate your use of the Services at any time without notice. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

We may modify this Agreement, including any applicable fees or charges, at any time. Your use of the Services after any change or amendment constitutes your agreement to the change and to pay any applicable fees.

Additionally, we may revise or update the Services at any time. We reserve the right to terminate your use of prior versions of the Services, and limit access to more recent revisions and updates. If any expanded Services are made available to you, you agree that any additional or modified Services are also subject to this Agreement, and as it may be amended.

***DEPOSIT AND CREDIT AGREEMENTS*** - The terms and conditions in this Agreement are in addition to any other agreement you have with us, including the State Bank of Countryside Agreement and Rules Brochure and any deposit account agreement relating to your Accounts ("Deposit Agreement") and credit agreements relating to your State Bank of Countryside credit accounts, including any disclosures made pursuant to such agreements ("Credit Agreement"). If your Deposit Agreement or Credit Agreement does not address online access or use of your account, this Agreement modifies your Deposit Agreement or Credit Agreement to include online access or use of your account.

**GENERAL** - This Agreement shall be governed by Illinois law and is subject to all applicable State and Federal laws and regulations. Your Accounts with us are also governed by the terms and conditions contained in our Agreement and Rules Brochure, SBC Internet Banking and SBC Billpay Service Fee Schedule, Account disclosures, and other Agreements that pertain to your Accounts. We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance. The invalidity of any provision of this Agreement shall not affect other provisions.

All representations regarding liability and warranties, including but not limited to, the Your Liability and Our Liability sections of this Agreement, shall survive termination of this Agreement.

You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities under this Agreement to affiliate entities, independent contractors or other third parties. If more than one person is authorized to use the Services, they are bound jointly and severally under this Agreement and the Bank may act on the instructions or orders of any authorized user.