

# Internet Banking Agreement and Disclosure

This Internet Banking Agreement and Disclosure (“the Agreement”) explains the terms and conditions governing the basic Internet banking services and bill payment services offered by International Bank of Chicago (“Bank”)

## Internet Banking Services

1. In consideration of the Internet Banking Service (“Services”) to be provided by the Bank, as describe from time to time in information distributed by the Bank to its customers. In this agreement, “Customer” refers to the person(s) subscribing to or using the Service. The customer may use a Personal Computer (“PC”) through an Internet connection to obtain account balances and transaction information. The customer may also use a PC to obtain statements on accounts and to transfer money between accounts. In addition, a PC may be used to electronically direct the Bank to make payments from a Customer Account (“Account”) to third parties (“payees”) that the Customer has selected to receive payments through the Service. Payments may be made through the Service to any business professional, merchant, family member or friend. The “Account” means a designated bill payment checking account at the Bank from which the Bank makes bill payments on the Customer’s behalf pursuant to this Agreement. By subscribing to the Service or using any Internet Banking Services (including but not limited to making any payments to a third party), the Customer agrees to the terms of this Agreement.

All Internet banking services of any kind whatsoever offered by the Bank (including but not limited to, funds transfers, bill payment services) will be referred to collectively as “Internet Banking Services” in the Agreement. This Agreement covers all Internet Banking Services and is applicable to all federal regulatory disclosures and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees upon request of the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Service.

Your use of any Internet Banking Service in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Such use acknowledges your receipt and understanding of this Agreement and the Deposit Account Terms.

2. *Personal Identification Number (PIN).* The Bank is entitled to act upon instructions received through any Internet Banking Service under your PIN or Pass Phrase and without inquiring into the identity of the person using that PIN or Phrase. (However, you agree that you will not, under any circumstances, disclose your PIN or Phrase by telephone or any other means to any person.) You acknowledge that no person from the Bank will ever ask you for your PIN or Pass Phrase. You agree never to provide your PIN or Pass Phrase to any one, including anyone, claiming to represent the Bank. You are liable for all transactions made or authorized using your PIN or Pass Phrase. The Bank has no responsibility for establishing the identity of any person or determining the validity of a transaction.

Each individual who has access to Internet Banking, including each individual named on joined

accounts, must designate a personal Identification Number (“PIN”) and a user code.

You agree that if you give your PIN or Pass Phrase to any one or fail to safeguard its secrecy, you do at your own risk since anyone with your PIN or Pass Phrase will have access to your accounts. You agree to notify the Bank immediately in the event your PIN or Pass Phrase is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your PIN or Pass Phrase and issue a new one to you. For joint accounts each person may give a separate PIN or Pass Phrase or each may use a joint PIN or Pass Phrase. Each person on a joint account will be liable for all transactions that are made on that account, also each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

3. *Schedule Payments on the Bill Payment Service.* Bill payment Service may be added to allow the Customer to use a PC to electronically schedule payments with the Service. Payments are posted against the Customer’s balance available for withdrawal, as defined in the Bank’s policies. The Bank reserves the right to decline to make payments to certain persons and entities.

4. *Bank Liability for Failure to complete Transactions.* If the Bank does not complete a transfer to or from the Customer’s Accounts on time or in the correct amount according to this Agreement, the Bank will not be liable for losses or damages. The Bank will not be liable for:

- a. if, through no fault of the Bank, the Customer does not have enough money in an Account to make the transfer;
- b. if the money in the Customer’s Account is subject to legal process or other encumbrances restricting transfer;
- c. if the system was not working properly when the Customer started the transfer;
- d. if circumstances beyond control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that have been taken;
- e. if the Payee mishandles or delays handling payment sent by the Bank.

All payments, transfers, and/or fees made with the Service will appear on the Customer’s Monthly Account Statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that month.

5. *Fees.* Fees for Services shall be payable in accordance with a schedule of charges as established and amended by the Bank. Charges shall be automatically deducted from the Customer’s account, and the Bank shall provide to the Customer monthly notice of such debit(s) on Customer’s statement.

6. *Equipment.* Customer is solely responsible for the equipment (including in the case of Internet Banking, Personal Computer and Software) used to access the Service. The Bank is not responsible for errors, delays, or inability to access the Services caused by the Customer’s equipment. The Bank is not responsible for the cost of upgrading equipment to stay current with the services nor is the Bank responsible, under any circumstances, for any damages to the Customer’s equipment or the data resident thereon.

7. *Business Days/Hours of Operation.* Bank’s business hours are 9:00 am to 4:00 pm (Central time), Monday through Friday, except Bank holidays. Although payments and transfer can be completed on business days, the Service is available 24 hours a day, seven (7) days a week, except

during maintenance periods, for the scheduling of payment orders and transfers.

8. *Notice of Customer Rights and Liabilities.* Security of transactions is important to the Bank. Use of the Services may therefore require a PIN or Pass Phrase. If a PIN or Pass Phrase is lost or forgotten, please call (773) 769-2899 during normal business hours listed above. The Bank may accept as authentic any instructions given through the use of the Customer's PIN or Pass Phrase. The Customer's PIN and Pass Phrase must be kept secret. Notify the Bank immediately if the PIN and Pass Phrase is lost or stolen or if it is believed someone else has discovered the PIN or Pass Phrase. Internet Banking Services enables the Customer to change the Pass Phrase: Bank requires that the password be changed regularly.

Please note that the Bank reserves the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner the Bank deems appropriate before making the transfer (which may include written verification by the Customer). It is agreed that Bank's records will be final and conclusive as to all questions concerning whether or not the PIN or Pass Phrase was used in connection with a particular transaction. If any unauthorized use of the Customer's PIN or Pass Phrase occurs, the Customer agrees to (1) cooperate with the Bank and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by the Bank in recovering any unauthorized transfer of funds.

**BANK CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS, PASS PHRASES, OR UNAUTHORIZED TRANSFER VIA E-MAIL.**

9. *Indemnification.* You hereby indemnify and release International Bank of Chicago from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your PIN or Pass Phrase to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the bank's honoring or allowing transactions on the account where the PIN or Pass Phrase was used.

10. *Authorization to Obtain Information.* The Customer agrees that the Bank may obtain and review a credit report from a credit bureau or similar entity. The Customer also agrees that Bank may obtain information regarding Payee accounts in order to facilitate proper handling and crediting of payments.

11. *Waivers.* No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

12. *Governing Law.* The laws of the State of Illinois shall govern this Agreement and all transactions hereunder. The Customer acknowledges that this Agreement has been reviewed and understands the terms and conditions set forth herein, and agrees to be bound hereby.

14. *Amendments.* The Bank can change a term or condition of this Agreement by mailing or delivering to the Customer a written notice at least thirty (30) days before the effective date of any such change. The Bank does not need to provide the Customer with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the

security of the system or an Account. However, even in these cases, if the change is to be made permanent the Bank will provide the Customer with a notice of change with the next regularly scheduled periodic statement sent, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an Account. Notices mailed or delivered to the Customer as discussed in this paragraph will be considered effective if mailed to the most recent Customer address in either Checking or Savings Account records, or e-mail address in which Customer authorized to receive such notices and/or disclosures.

15. *Security Procedures.* By accessing the Services, the Customer hereby acknowledges that the service is owned by International Bank of Chicago, and that the service will only be used for authorized purposes. The Bank may monitor and audit usage of the system, and all persons are hereby notified that use of the Services constitutes consent to such monitoring these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

16. *Termination.* To terminate access to the Services, call (773) 769-2899. After receipt of the call, a written termination authorization for signature and return will be sent. In order to avoid the next monthly fee, the written authorization to terminate must be received three (3) days before the service charge is schedule to access.

The Bank reserves the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that the Customer provides a termination notice, the Bank may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. The Bank also reserves the right to temporarily suspend the services in situations deemed appropriate, in the Bank's sole and absolute discretion, including when a breach of system security has occurred or is being attempted. The Bank may consider repeated incorrect attempts to enter the PIN or Pass Phrase as an indication of an attempted security breach. Termination of the Services does not affect the Customer's obligation under this Agreement with respect to occurrences before termination.

**International Bank of Chicago** has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, your continued use of the account will represent your acceptance of the changes.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_