

**Litchfield National Bank**  
**Internet Banking and Bill Payment**

**Agreement** Revised: Nov 14<sup>th</sup> 2017

Internet Banking Customer Service Department:

Phone number: 217-324-6161

Address: 316 N. State St., Litchfield, IL 62056

Email address: Help@iBankLNB.com

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

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## **1. Scope of this Agreement**

This Agreement between you and Litchfield National Bank at 316 N. State St., Litchfield, IL governs your use of our Internet Banking and Bill Payment services (the “Service”). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

## **2. Accepting the Agreement**

Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via email, text message or on our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, Litchfield National Bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

You should print and/or save a copy of this Agreement for your records. To print, select the print function on your browser. To save a copy of this Agreement on your computer, select “File” and then “Save As” on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE “ACCEPT” BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

## **3. Definitions**

**Agreement** - means these terms and conditions of the Internet Banking and Bill Payment services.

**Authorized User** - is any individual or agent whom you allow to use the Service or your password or other means to access your Eligible Account(s).

**Bill Payment Service Provider** - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services.

**Biller**— is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Billing Account** - is the checking account from which all Service fees will be automatically debited.

**Business Day** – every day except Saturday, Sunday, and a federal or state holiday is a business day.

**Business Customer** - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

**Business Day Cutoff** - Refers to the cut-off time for posting purposes. The cut-off time for online account transfers is based upon our Business Days and the central time zone. For posting purposes, we will process all transfers completed by 3:30 p.m. on the same Business Day. Transfers completed after 3:30 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Consumer** – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Accounts** – You must have an existing account relationship with this Institution to enable the Service. An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time to time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible 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 Service.

**Joint Accounts** - 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 Login Name and Password are authorized unless we have been notified to cancel the Service. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

**Laser Draft Payment** – is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds will be debited from your Payment Account by this Financial Institution after the Biller receives and processes the Laser Draft Payment. As a result, we cannot control when your Payment Account will be debited for a Laser Draft Payment.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** – means the Internet Banking and Bill Payment services offered by Litchfield National Bank through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking or Bill Payment services.

**Sub-User Administrator** – Each Business Customer utilizing ACH and wire transfer privileges must authorize a Sub-User Administrator for managing Authorized User access to company accounts accessible through the Service. Sub-User Administrators and/or Authorized Users may be identified in separate agreements.

**You and your** - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**We, us, or our** – As used within this Agreement, refer to Litchfield National Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Litchfield National Bank may involve in the provision of the Service.

#### **4. Basic Internet Banking Services**

The Basic Internet Banking Service currently offers the following features:

- Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Up to 12 Months of Account Statements
- Transfers between your accounts at this Financial Institution
- Secure e-mails via the Service’s messaging system
- Secure File Transfers
- Payments to loans at this Financial Institution
- Check reorders through LNB via email
- Transaction downloads into Quicken and Quick Books
- View check images
- Customer Alerts
- Mobile Banking access
- Mobile Deposit

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Internet Banking Customer Service Department. Bill Payment customers also have access to electronic bill presentment or Bill Delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to

emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

## **5. Other Basic Internet Banking Features**

### **Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services**

Additional features within the Service include: secure e-mails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes or document requests will generate a secure e-mail to this financial institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Customer Service Department.

The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services. Fees will be disclosed in our fee schedule and/or at the time of your request.

## **6. Fees**

**Basic Internet Banking Service:** (view balances and account transfers) – No charge

**Bill Payment Fees:** For a limited time, the first 3 monthly Bill Payment fees will be waived as a way to introduce the Service.

After the 90 day introductory period, Bill Payment for consumer accounts has a monthly flat fee of \$4.95 per month.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **7. Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- You must be a legal owner of any Payment Account registered for the Service.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128 bit encryption. We support the most current versions of Internet Explorer and Firefox browsers.
- You will need Internet access through an Internet service provider.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel the Service and/or change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **8. Enrollment Process**

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Login Name during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking department will verify the information you submit for accuracy and proper authorizations. Shortly after we receive online registration you will receive a call from a representative confirming your enrollment. After you have been setup in our system you may then begin using the Service.

## **9. Linked Accounts**

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Login Name. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 217-324-6161 or send us a secure email message through the Service.

Sole proprietors and Businesses may link personal Consumer accounts to the Service.

## **10. Signature Requirements**

When any transfer, ACH, or Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated eligible accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to payments or other transfers initiated through the Service. Any authorized user must be authorized individually to make electronic transfers and payments even though that person's authority to make transfers by other means may still require dual signatures.

## **11. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service 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 Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## **12. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Service; however, you can edit or change a transfer that is still “pending”, meaning that it has not been processed.

In order to cancel or change a pending transfer that has not been submitted for processing, use the following procedures:

1. Log in and make edits to pending transfers.
2. Edits must be made before 3:30 p.m. CST for transfers to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transfer any time before 3:30 p.m. CST on the Business Day before the scheduled transfer date.
4. You can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

For assistance, you can send us a secure e-mail through the Service or call our Internet Banking Customer Service Department.

If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure e-mail through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

## **13. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking accounts, therefore this financial institution currently limits the Bill Payment Service to only Checking Accounts.

## **14. Bill Payment Terms and Conditions**

### **(A) Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

**(B) Payment Authorization and Payment Remittance**

You represent and warrant that you are an authorized user acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, our Bill Payment Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Bill Payment Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

**(C) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

**(D) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

**(E) Bill Payment Stop Payment Requests**

The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Customer Service department.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

**(F) Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to our Service Provider 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. Our Service Provider will use its best efforts 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 from the Service.



**(G) Bill Payment Information Authorization**

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

**(H) Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

**(I) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

**(J) Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**(K) Failed Transactions**

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Service Provider is authorized to report the facts concerning the return to any credit- reporting agency.

## **15. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

### **(A) Information Provided to the Biller**

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

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller for purposes of the Biller informing you about Service and/or bill information.

### **(B) Activation**

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

### **(C) Notification**

The Service will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider 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 the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

### **(D) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. 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 harmless, this Financial Institution and its Service Providers should the Biller 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 Biller directly.

### **(F) Accuracy and Dispute of Electronic Bill**

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **16. Privacy Policy**

Litchfield National Bank recognizes the importance our customers place on the privacy and security of their personal information. Our goal is to protect your personal information in every way that we interact with you, whether it's on the telephone, in our lobby, at one of our ATMs, or on the Internet.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we may disclose information to third parties about your account or the transactions you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

We think it is important for you to be informed of the policies, procedures, and security measures we have in place to safeguard your personal and confidential information. With that in mind, we have developed this policy to help you to understand the steps we take to protect your personal information when you utilize our Internet services.

This institution may utilize the services of third party providers to assist us in providing online services, such as website hosting, Internet banking, bill payment, and aggregation services. These third party providers are referred to within this policy as "service providers".

### **Information Collected on the Internet**

If you are just browsing through our website, we do not request any personally identifiable information, nor do we collect unique identifying information about you unless you voluntarily and knowingly provide us that information, such as when you send us an e-mail or complete an application online. If you provide us this information, it is only used internally and in furtherance of the purpose for which it was provided.

As part of providing online financial products or services, we may obtain information about our customers and website visitors from the following sources:

- Information we receive from you on applications, emails, or other forms;
- Information you provide when you choose to customize our website;
- Information about your transactions with this institution and our affiliates;
- Information we receive from a consumer-reporting agency; and
- Information that is generated electronically when you visit our website; and
- Information that is generated electronically when you use our Internet banking services.

Service providers hosting our website and our Internet banking service may collect general information on our website visitors simply to help us provide banking and other financial services to you online. They collect the following information on our behalf for security and statistical purposes:

- The Internet address (referral site) which brought you to our web site;
- The date and time you access our site;
- The name and version of your web browser;
- The Internet service provider you used when you accessed our site;
- Your Internet Protocol (IP) address; and
- The pages visited in our website.

Our service providers may use cookies to collect some the above information. They may also use cookies for security purposes within our Internet banking product. Additionally, cookies may be used for customization and personalization of our website.

Additional information about IP addresses and cookies are provided below.

### **Internet Protocol (IP) Addresses**

An IP address is a number that is automatically assigned to your computer whenever you are on the Internet. Web servers, the computers that "serve up" web pages, automatically identify your computer by its IP address. When collecting information for us, our service provider does not link IP addresses to anything personally identifiable; however, this Institution and its service providers may use IP addresses to audit the use of our site. We can and will use IP addresses to identify users when necessary for security purposes.

### **What is a Cookie?**

A cookie is a very small text file sent by a web server and stored on your hard drive, your computer's memory, or in your browser so that it can be read back later. Cookies are a basic way for a server to identify the computer you happen to be using at the time. Cookies are used for many things from personalizing start up pages to facilitating online purchases. Cookies help sites recognize return visitors and they perform a very important function in secure Internet banking.

Our service provider uses cookies for security purposes within our Internet banking product and to facilitate the customization and personalization of our website. For your security, our service provider does not store any personally identifiable information in cookies which are further described below.

### **Internet Banking Cookies**

Our Internet banking product uses encrypted cookies that do not pass to your computer's hard drive. Instead, the cookie is stored in your computer's memory, identifying only your computer while you are logged on. Only our service provider can read the information in these cookies. The Internet banking cookie facilitates the processing of multiple transactions during a session without requiring you to reenter your password for each individual transaction. The cookies for Internet banking simply provide another level of security for our Internet banking product. When you log off, or close your browser, the cookie is destroyed. A new cookie is used for each session. That way, no one can use the prior cookie to access your account. For additional security, the cookie expires after 10 minutes of inactivity. It must then be renewed by reentering your password. We do not (and cannot) use this cookie to collect or obtain new personal information about you. You must allow your browser to accept this cookie so you can use the Internet banking product.

### **Website Cookies:**

When registered users login to the website, our service provider may also send cookies called "per-session" cookies or "server-side" cookies. These cookies reside in the browser and are only used to monitor the session by a unique identification number. These cookies are used for security purposes and you must allow your browser to accept these cookies in order to use the website. These cookies are destroyed.

### **Use of Information Collected**

- We do not disclose any non-public personal information about our customers, former customers, website visitors to anyone, except as permitted or required by law.
- In order to provide online services such as: Internet banking and bill payment, we must disclose certain customer account information to our service providers.
- We do not sell any of your personal information.
- We will not disclose any medical information that you provide to us, unless you specifically authorize its disclosure.
- We may disclose aggregate (not personally identifiable) customer information that we collect on our website to service providers, companies, and/or financial institutions that perform marketing and research

services on our behalf and with whom we have joint marketing agreements. Our contracts require these service providers, companies and/or financial institutions to protect the confidentiality of your personal information to the same extent that we must do.

## **E-mail Policies**

We may send you e-mail notices for certain required disclosures if you agree to accept electronic disclosures and/or online account statements. If you have agreed to accept disclosures electronically, we may send you an e-mail with updates to this policy and/or we may send you an e-mail at least annually to remind you where the Privacy Policy can be viewed from our website. For more information on how to enroll for electronic disclosures, please contact us at 217-324-6161.

We may also send you e-mails marketing our products and services. We will always provide you an opportunity to opt-in or opt-out of e-mail advertising promotions as required by law.

If you send us an e-mail, please do not include any non-public personal or sensitive information, as e-mail messages may not be secure and/or confidential. We offer secure messaging through our Internet Banking service. You should use the secure messaging service anytime you send us sensitive personal information.

## **Security**

This Institution and its service providers have developed strict policies and procedures to safeguard your personal information. We restrict employee access to your sensitive personal information on a "need to know" basis. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We educate our employees about the importance of confidentiality and customer privacy. We take appropriate disciplinary measures to enforce employee privacy responsibilities.

Our Internet banking service provider has developed a top-of-the line security system to ensure your customer information is protected on the Internet and within the data center environment.

## **Privacy of Children**

This financial institution respects the privacy of children. We do not knowingly collect names, e-mail addresses, or any other personally identifiable information from children nor do we knowingly market to children.

## Privacy Updates

New product releases may require changes to our Privacy Policy. The effective date of our policy will always be clearly displayed. If we make any changes regarding the use or disclosure of your personal information, we will provide you prior notice and the opportunity to opt-out of such disclosure if required by law.

## Questions

If you have any questions about our privacy policy or concerns about our privacy practices, please contact us at 217-324-6161 or Help@iBankLNB.com.

### 17. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Internet Banking department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

*Login Names, Passwords, Images & Passphrases* - One of the main security features protecting the Service is the unique combination of your Login Name, Password and Personal Image and Passphrase. During the enrollment process, you will be asked to select a unique Login Name, Password, Image and Passphrase that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your account after four unsuccessful login attempts. You may contact this Institution to reset your password.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Passwords should not be shared among authorized users.
- Call the bank to request your password be changed.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR E-MAIL REQUESTING PERSONAL INFORMATION, YOUR LOGIN NAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

*Encryption* – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our

Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *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.

*Certificate Authority* - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it’s valid.

*Cookies* - During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Login Name and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

*Additional Security Guidelines:*

- All authorized users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

## **18. Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify



us at once by calling 217-324-6161 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR 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 (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

## **19. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (217)-324-6161 during customer service hours;
- Contact us by using the secure messaging feature within the Service;

For Bill Payments,

- Write to us at: Litchfield National Bank, P.O. Box 309, Litchfield, IL 62056

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Pay transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number(s);
2. Describe the error or the transaction in question, and explain as clearly as possible 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 verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**(B) Consumer Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Login Name or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**(C). Our Liability for Failure to Complete Transactions**

The Service will use commercially reasonable efforts to make all your transfers and payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if the Service is unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account

to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **20. Documentation And Verification Of Payments And Transfers**

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

## **21. Additional Provisions Applicable Only To Business Customers**

### **(A) Protecting Your Account**

The Service will allow Business Customers to establish individual Login Names, passwords, privileges for each Authorized User. Transaction history is maintained for each Login Name. Additional fees maybe assessed for each Login Name.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS, ASSIGNING PRIVILEGES, AND DISCLOSING THE IDENTITY OF SAID USERS TO THIS INSTITUTION AND ALL CHANGES THEREOF IN WRITING. BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS AND BILL PAYMENTS THROUGH THE SERVICE.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR LOGIN NAME AND PASSWORD AND/OR THE LOGIN NAME AND PASSWORD OF AN AUTHORIZED USER. FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN LOGIN NAME AND PASSWORD OF AN AUTHORIZED USER.

YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING E-MAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT FINANCIAL INSTITUTION NAME AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO

- Require all Authorized Users to keep passwords secure and strictly confidential;
- Immediately notify us and select a new password if you or your Authorized Users believe your passwords may have become known to an unauthorized person.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE PROCEDURES TO CONTROL ACCESS TO THEIR COMPUTER SYSTEMS AND TO PROTECT ANY DATA FILES STORED THEREON. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ALL APPROPRIATE AND COMMERCIALY REASONABLE, PHYSICAL, LOGICAL, AND NETWORK SECURITY SYSTEMS AND DEVICES TO PROTECT THE SECURITY OF DATA FILES MAINTAINED ON COMPUTER(S) USED TO ACCESS THE SERVICE AS WELL AS THE PROTECTION AGAINST UNAUTHORIZED ACCESS TO BUSINESS COMPUTERS, AND/OR NETWORKS USED TO ACCESS THE SERVICE. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES FOR THE PROTECTION OF ANY DATA FILES OR COMPUTERS USED TO ACCESS THE SERVICES OR OVER BUSINESS CUSTOMERS DEVELOPMENT OR IMPLEMENTATION OF SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

**(B) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR LOGIN NAMES AND PASSWORDS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

**(C) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

1. Telephone us at 217-324-6161 during customer service hours;
2. Contact us by using the secure messaging feature within the Service; and/or,
3. Write us at: Litchfield National Bank, P.O. Box 309, Litchfield, IL 62056

**(D) Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, this financial institution will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF ANY POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT UPON THAT NOTICE.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

**(E) Limitation of Institution Liability**

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- Related to the dishonesty of the Business Customer's employees, officers, agents or Authorized Users;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A TRANSFER OR BILL PAYMENT PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A TRANSFER OR PAYMENT IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE IINSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE

AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO LITCHFIELD NATIONAL BANK FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST LITCHFIELD NATIONAL BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**(F) Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Litchfield National Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Litchfield National Bank through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

**22. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**23. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

Email: [Help@iBankLNB.com](mailto:Help@iBankLNB.com) Phone: 217-324-6161

**24. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes

to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, and phone numbers and e-mail addresses. Changes can be made either within the Service in the Contact Us menu or by contacting our Customer Service Department at 217-324-6161 or by email at: [Help@iBankLNB.com](mailto:Help@iBankLNB.com)

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **25. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our customer service department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments including recurring payments will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled 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. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 3 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

## **26. Exclusions of Warranties and Limitation of Damages**

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

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

THE FOREGOING SHALL CONSTITUTE LITCHFIELD NATIONAL BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL LITCHFIELD NATIONAL BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

**27. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**28. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

**29. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**30. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution, and/or its Service Providers, say and the terms of this Agreement, the terms of this Agreement will prevail.

**31. Waiver of Trial by Jury**

**The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.**

**32. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Litchfield National Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

**33. Governing Law and Relation to Other Agreements**



Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Illinois, regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

### **34. Mobile Banking**

The Mobile Banking feature is offered at no charge to all Litchfield National Bank internet banking customers. Mobile Banking allows you to access your online accounts from just about anywhere. All you need is a cell phone or other mobile device with an Internet connection. (please refer to your payment plan with your phone's vendor for any charges for use of the Internet feature). Once this initial login is completed through the website, a free app may be downloaded from the App Store for both Apple and Android devices. Once you have logged on, you can access the following services.

Use your regular Online Banking Login Name and password to log on to Mobile Banking Application.

- **Account Balances:** View the current balance for all your online accounts.
- **Account History:** View the activity in your online accounts for the past 30 days.
- **Account Details:** View details of your online accounts. The information displayed depends on the type of account you are viewing.
- **Transaction Detail:** View the details of any transaction processed in the past 30 days.
- **Transfers:** Transfer funds between enabled online accounts. Transfers initiated through Mobile Banking before your financial institution's Cut-off Time are processed the same day. Transfers made after the Cut-off Time are processed the next business day.
- **Mobile Remote Deposit:** Remotely deposit checks via Litchfield National Banks mobile application.
- **Access Bill Pay:** Access your Bill Pay account and review, initiate scheduled payments. New payees must be setup in the Online Banking PC Platform before payments can be made via mobile.

### **35. Mobile Remote Deposit**

#### **TERMS AND CONDITIONS**

An Online Banking account with mobile access is required in order to utilize this service.

##### **A. Features.**

You or someone you have authorized by giving them your Online Banking identification number and password or other means of access (even if that person exceeds your authority), can perform the following transactions:

Deposit individual checks to your checking or Money Market accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Litchfield National Bank.

**B. Fees.**

Review the "Fee Schedule for Consumer" or "Fee Schedule for Business" for current charges. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the use of this Service. If you continue to use the Service after the fee becomes effective, you agree to pay the Service fee that has been disclosed to you, and may be amended from time to time. If there is a fee, it will be deducted from the account you use in conjunction with the Service (your "Billing Account").

**C. Hardware and Software.**

In order to use the Service, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Service at your expense. This responsibility includes, without limitation, your utilizing up to date mobile phones and/or access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Litchfield National Bank is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**D. Cut Off Times.**

Deposits can be made up to 3:00 pm (CT) on any Business day to be credited on that same Business day. Deposits performed after 3:00 pm (CT) on a Business Day will be processed on the next Business Day.

**E. Limitations of Service.**

When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**F. Processing.**

If you transmit your Electronic item(s) to Litchfield National Bank before the cut off time on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic item(s) to us after the cut off time on any Business Day, we shall review and process your Electronic item(s) on the next Business Day. Your Electronic item(s) is deemed to have been received by the Bank when the Service generates a confirmation message to you.

**G. Eligible Items.**

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check is transmitted to Litchfield National Bank it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

Checks to any person or entity other than the person or entity that owns the account that the check is being deposited.

Checks previously deposited and returned (For example, Non-sufficient Funds).

Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Checks payable to two or more persons (where one person is not an account holder of the bank)

Checks that are not in their original form with a signature, such as a substitute check or image replacement document

Checks drawn on a financial institution located outside the United States.

Checks not payable in United States currency.

Checks dated more than 6 months prior to the date of deposit.

Checks or items prohibited by the bank's current procedures relating to the service or which are otherwise not acceptable under the terms of your account.

Checks with any endorsement on the back other than that specified in this agreement.

Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

Checks that have previously been deposited or negotiated in any way via any method at Litchfield National Bank or any other financial institution.

Items that are in violation of any federal or state law, rule or regulation.

Savings Bonds

Withdrawal slips

Traveler's Checks

**H. Endorsements and Procedures.**

You agree to restrictively endorse any item transmitted through the Service. The endorsement shall consist of the signature of the person the check is written to and below the signature shall be written: "For Mobile Deposit Only" or as otherwise instructed by Litchfield National Bank. You agree to follow any and all other procedures and instructions for use of the Service as Litchfield National Bank may establish from time to time.

**I. Receipt of Items.**

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**J. Funds Availability Policy.**

Checks deposited and approved via the Service by the Bank's stated cut off time will be considered deposited on that business day. Our funds availability policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Funds from electronic direct deposits and cash deposits will be available on the day we receive the deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Deposits to a night depository are considered made when the depository is emptied, and mail deposits are considered made on the day we receive your deposit.

In some cases, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We have reasonable cause to doubt the collect-ability of the item.
- Some information on the check is not consistent with other information on the check.
- We have received notice that the check is being returned unpaid.
- Information from the paying bank indicates that the check may not be paid.
- You have repeatedly overdrawn your account(s) in the last six months.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 5th business day after the day of your deposit.

**K. Disposal of Transmitted Items.**

Retain the physical check that was deposited in a secure location for a duration of two (2) weeks. You agree never to re-present the item. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Litchfield National Bank.

**L. Deposit Limits.**

We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits 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.

**M. Presentment.**

The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the agreements governing your account.

**N. Errors.**

You agree to notify the Bank of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

**O. Errors in Transmission.**

By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Litchfield National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**P. Image Quality.**

The image of an item transmitted to the Bank using the Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**Q. User Warranties and Indemnification.** You warrant to Litchfield National Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collect-ability of the item.
- You agree to indemnify and hold harmless Litchfield National from any loss for breach of this warranty provision.

**R. Cooperation with Investigations.**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**S. Termination.**

We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your account agreement or any other agreement with us.

**T. Enforceability.**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**U. Ownership & License.**

You agree that Litchfield National Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**V. Changes to the Service.**

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**W. Disclaimer of Warranties.**

YOU AGREE YOUR USE OF THE 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 THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.