

## **ELECTRONIC BANKING AGREEMENT**

This Electronic Banking Agreement (this “Agreement”) describes your rights and obligations as a user of Electronic Banking. It also describes our rights and obligations with respect to Electronic Banking. Please read this Agreement carefully. By pressing the “I Accept” button below, you agree to comply with and be bound by the terms and conditions of this Agreement, and you acknowledge your receipt and understanding of this Agreement.

### **I. Agreement**

The terms and conditions of the Supplemental Agreements shall apply to Electronic Banking. If there is a conflict between the Supplemental Agreements and this Agreement with respect to Electronic Banking, this Agreement shall control. If there is a conflict between the Supplemental Agreements and this Agreement regarding any other aspect of your Accounts, the Supplemental Agreements shall control. Your use of Electronic Banking is your acknowledgment that you have received the Supplemental Agreements and intend to be bound by them. You should review other charges that may be imposed for Transactions listed in the Fee Schedule.

This Agreement is subject to applicable federal laws and the laws of the state in which your principal place of business is located (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. The headings in this Agreement do not govern the interpretation of the provisions, but are included for convenience or reference only. Any waiver (expressed or implied) by either you or us of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon you and us and our respective heirs, fiduciaries, successors, and assigns. Certain of the obligations imposed on you and us will, by their nature, continue beyond termination, cancellation, or expiration of this Agreement. This Agreement, the Electronic Banking Application, the Supplemental Agreements, and the Fee Schedule constitute the entire agreement between you and us with respect to Electronic Banking and there are no understandings or agreements relative to Electronic Banking that are not fully expressed in the foregoing documents.

### **II. Terms and Conditions Applicable to Electronic Banking**

The provisions of this Section II apply to Online Banking, Telephone Banking, Online Bill Payment, Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment. The provisions of Section III apply only to Online Bill Payment and Mobile Bill Payment.

#### **Definitions Applicable to Electronic Banking**

The following capitalized terms have the meanings set forth below:

*Access Information* means the username and password we will provide to you when you submit your enrollment for the Online Banking service and the username and password you select when prompted the first time you log in to Online Banking.

*Accounts* mean all of your FCB deposit accounts, including your Online Accounts and your Pay from Account.

*Account Documents* means the account agreements, the Fee Schedule, and all other disclosures you were given when you opened your Accounts, including, by way of example, the disclosures required by the Electronic Fund Transfer Act and its implementing Regulation E, and our Privacy Policy.

*Business Day* means every day other than Saturday, Sunday, and those days on which financial institutions in the State of Illinois and the State of Missouri are required or permitted by law to be closed.

*Change* means any revision of this Agreement.

*Compliant Equipment* means a computer (a) on which is installed (i) an up-to-date version of web-browsing software capable of processing 128-bit SSL encryption (such as Internet Explorer, Google Chrome, Mozilla Firefox, or Safari and (ii) an up-to-date version of Adobe Acrobat® Reader, (b) which has a functioning Internet connection, and (c) on or from which you can securely save or print Electronic Disclosures.

*Device* means a supportable mobile device including a cellular phone or smart phone that is web-enabled and capable of receiving text messages.

*Electronic Banking* means the Telephone Banking, Online Bill Payment, Online Banking, Mobile Banking, and Mobile Bill Payment services.

*Electronic Disclosures* means electronic versions of this Agreement, any Changes to this Agreement, Periodic Statements, and all notices, messages, correspondence, and disclosures we are required to provide to you under this Agreement, the Supplemental Agreements, and/or applicable law.

*Email Address* means the address you provide to us when you enroll in Electronic Banking and to which we will send Electronic Disclosures.

*Enhanced Online Security* means the security protocol we will implement to assure that any Transactions initiated at a computer available to the public, such as library computers, are initiated by you.

*E-Statements* mean Periodic Statements we will provide to you if you agree to receive such statements in electronic form as indicated by your acceptance of the E-Statement terms and conditions.

*Force Majeure* means the occurrence of circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of any person) which prevent you from using Electronic Banking or us from completing a transaction despite reasonable precautions that we have taken.

*Fee Schedule* means the schedule of fees and charges applicable to our deposit products that you were given when you opened your Accounts, as it may be changed from time to time.

*Mobile Banking* is the cellular based service that provides access to your Online Accounts.

*Mobile Deposit Capture* is a cellular based service that allows customers to take a picture of check(s), and transmit the check image(s) to the bank for deposit.

*Mobile Bill Payment* is the cellular based service that permits you to pay amounts you owe Payees from your Pay from Account

*Online Accounts* means all of your Accounts from which you will initiate Transactions using Electronic Banking selected by you when you enroll in Online Bill Payment.

*Online Banking* is the Internet-based service that provides access to your Online Accounts.

*Online Bill Payment* is the service that permits you to pay amounts you owe Payees from your Pay from Account.

*Periodic Statement* means each statement we must make available to you under applicable law that identifies Transactions on your Accounts.

*PIN* (Personal Identification Number) is the code given to you by us when you first call the Telephone Banking service phone number.

*Supplemental Agreements* means the Account Documents, the Loan Agreements, and all of your other agreements with us.

*Telephone Banking* is the telephone-based service that provides access to your Online Accounts.

*Time of day* references are: Central Standard Time or Central Daylight Time, as applicable.

*Transaction* means an instruction you give to us through Electronic Banking to transfer funds to or from your Online Accounts.

*We, us, or our* refers to FCB Banks (FCB) that offer Electronic Banking services, and that hold your Accounts.

*You or your* refers to the Person who electronically signs this Agreement.

## **Procedure to Enroll in Electronic Banking**

### **Online Banking and Online Bill Payment Activation**

To enroll in Online Banking, click on the “I Accept” button that is located beneath the window in which this Agreement is displayed.

#### **1. Use of Your Online Banking Username and Password**

You will gain access to Online Banking and Online Bill Payment through the use of your Compliant Equipment and your Access Information. When you log on to Online Banking the first time, you will be required to change your Access Information. **When you change your Access Information, you will need to remember it because we will not be informed of your password.**

You agree that we are authorized to process Transactions initiated by the use of your Access Information. You agree not to allow any other Person to gain access to Online Banking or Online Bill Payment or provide them your Access Information. If you, or someone else, use incorrect Access Information three times in an effort to access Online Banking or Online Bill Payment during the same session, you must contact us to have your password reset or to obtain a new temporary password. You agree that you are responsible for all Transactions, subject to any limitations imposed by applicable law, as set forth in the Section entitled “Stolen Access Information or PIN” below.

## **Telephone Banking**

### **Telephone Banking Activation**

You will need to enroll in Telephone Banking by signing the Electronic Consumer Banking Application available at any of our branch locations. **You may not enroll in Telephone Banking through Online Banking.** After you enroll in Telephone Banking, we will give you a temporary PIN to be used the first time you access Telephone Banking.

#### **1. First Time Access to Telephone Banking**

When you make your first call to the Telephone Banking service, you will be required to change your PIN. At that time, you will be asked to input a new one. FCB employees will have no access **to your new PIN; you will need to remember it.**

#### **2. Use of Telephone Banking**

You will gain access to Telephone Banking through the use of your telephone, PIN, and providing any of your Account numbers when you call. You agree that we are authorized to process Transactions authorized by use of your PIN. You agree not to allow anyone to gain access to Telephone Banking or provide them your PIN. You agree to assume responsibility for all Transactions, subject to any limitations imposed by applicable law as set forth in Section entitled “Stolen Access Information or PIN” below.

## **Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment**

### **Mobile Banking, Mobile Deposit Capture and Mobile Bill Payment Activation**

To enroll in Mobile Banking and Mobile Bill Payment you must first be enrolled in Online Banking and Online Bill Payment. Within Online Banking choose the Options menu and input your mobile telephone number in the Mobile Banking section. By clicking on the accept button in the Mobile Banking section you give your consent to agree to the terms and conditions of this Agreement, the Mobile Banking Terms and Conditions and the Bill Payment Service Terms and Conditions. Mobile Deposit Capture is available to customers currently enrolled in Mobile Banking (message and data rates may apply). Restrictive Endorsement Requirement requires all items submitted through Mobile Deposit Capture must include a Restrictive Endorsement of "For Mobile Deposit FCB Banks" along with proper endorsement. Some FCB Banks products may not be eligible for Mobile Deposit Capture. **You may not enroll in Mobile Banking/Mobile Deposit Capture/Mobile Bill Payment without being enrolled in Online Banking/ Online Bill Payment.**

#### **1. Use of your Mobile Banking Password**

You will gain access to Mobile Banking through the use of your Compliant Mobile Equipment and your Access information. Your Password will be the same as your Online Banking Password.

You agree that we are authorized to process Transactions initiated by the use of your Access information. You agree not to allow any other Person to gain access to Mobile Banking or provide them your Access information. You agree that you are responsible for all Transactions, subject to any limitations imposed by applicable law, as set forth in this section.

### **Mobile Banking**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those restriction which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interactions with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

#### **1. Consent**

By enrolling in the Mobile Banking service, you understand that you are providing consent to permit us to contact you via your mobile device for account alerts, servicing, marketing and fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable Bank agreements. You also understand that by selecting the optional Mobile Banking services, you are agreeing that we may transmit communications that contain certain information and alerts about the accounts you selected that you access via the web browser on your mobile device, through an application downloaded to your specified mobile device, and/or, if available, by SMS text messages directly to your specified mobile device. *(Standard text messaging and data usage may apply)*

#### **Authorization to Obtain Identity Information**

When you electronically sign this Agreement, you will have authorized us to verify your identity as we are required to do under applicable law, including the USA PATRIOT Act. Your enrollment in Electronic Banking may not be approved if we cannot verify your identity.

## **Compliant Equipment**

You represent and warrant to us that on the date you enroll in Online Banking and Mobile Banking and for as long as you continue to be a customer of such services, you (a) have access to Compliant Equipment, and (b) are responsible for obtaining, installing, maintaining, and operating your Compliant Equipment. We will not be responsible for loss of access device, non-mobile access outside of the phone carriers coverage area, dropped calls, mobile access removed by carrier, any errors or failures from the malfunction or failure of your Compliant Equipment.

### **Agreements Regarding Electronic Disclosures**

In the future, we may deliver amendments to this Agreement. With your acceptance to this agreement, you agree to accept Electronic 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. From time to time, you may ask us to send you paper copies of Electronic Disclosures by U.S. Mail or by contacting us using any of the means identified in Section IV. The fee for complying with each such request is set forth in the Fee Schedule.

If you wish to terminate your agreement to receive Electronic Disclosures in electronic form, you must contact us using any of the means identified in Section IV.

## **What You Can Do**

The following Transactions may be performed using Electronic Banking:

### **1. Transfer Funds**

You may use Online Banking, Telephone Banking, and Mobile Banking to perform unlimited funds transfers from your Online Accounts to any other accounts we hold for you. You may transfer funds from your Online Accounts to make loan payments. If any Online Account is a savings or money market account, there are restrictions on the number and frequency of transactions from such Online Accounts. Please refer to your Account Documents with respect to your savings and money market Online Accounts for more detailed information on applicable limitations and restrictions.

### **2. Make Account Inquiries**

You may use Electronic Banking Services to check current balance and other information about your Accounts.

### **3. Request Stop Payments**

You may use Online Banking and Telephone Banking to place a stop payment order on checks drawn on any of your Accounts. Applicable fees may apply.

### **4. Order Checks**

You may order checks for any of your Accounts from which funds may be withdrawn by check, via Online Banking, and Telephone Banking. Your account will be charged according to the type and style of checks ordered.

### **5. Alerts**

You may use Online Banking and Mobile Banking to receive pre-set alerts via your email address or online message box. *(Standard text messaging and Data usage may apply.)*

## **Training**

To help familiarize you with the Electronic Banking Services, online “demos” are available at [fcbbanks.com](http://fcbbanks.com).

## Hours of Operation

Electronic Banking is available 24 hours a day, seven days a week, except during special maintenance periods and Force Majeure Events. The schedule below indicates when transactions are processed.

Online Banking transactions by 5:00 pm	Same business day
Online Banking transactions after 5:00 pm	Next business day
Mobile Deposits by 5:00 pm	Same business day
Mobile Deposited after 5:00 pm	Next business day
Bill Payments before 9:00 pm	Same business day
Bill Payments after 9:00 pm	Next business day
Overnight payments initiated after 1:00 pm	Next business day

Transactions on non-business days will process on the next business day. Non-business days are Saturdays, Sundays and Bank Holidays.

## Stolen Access Information or PIN

If you believe your Access Information or PIN has been lost or stolen, or that someone has initiated a Transaction without your permission, call us immediately at 1-866-323-4322 (4FCB). Telephoning us is the best way of minimizing your losses. By notifying us within two Business Days after you learn of the loss or theft, only the first \$50.00 of loss is chargeable to you if someone uses your Access Information or PIN without your permission. If you do not notify us of such events within two Business Days of learning of the same and we can show that we could have prevented losses if you had notified us, you, may be responsible for the first \$500.00 of loss.

## General Terms

### 1. Changes and Termination of Agreement

We reserve the right to implement Changes from time to time. When we make a Change, we will make an Electronic Disclosure available to you by sending an email to the email address we have on file. You will be notified at least 30 days in advance of the effective date of any Changes that impose additional fees for Transactions; stricter limits on the type, amount, or frequency of Transactions; or any increase in your responsibility for unauthorized Transactions. If a Change is necessary to maintain the security of Electronic Banking, we may implement such Change immediately and if we do, we will send you notice of the Change promptly after we have implemented it. If you access Electronic Banking after the effective date of a Change, you will be deemed to have agreed to the Change. If you do not agree with a Change, you may contact us to terminate your participation in Electronic Banking.

### 2. Periodic Statements; Errors and Questions

We will make Periodic Statements available to you either monthly or quarterly, depending on the type of Account as specified in the applicable Account Documents.

If your Periodic Statement shows Transactions that you did not make, notify us immediately. If you do not notify us within 60 calendar days after the periodic statement was sent, you may not recover any money you lose after the 60 days if we can show that we could have prevented such losses if you had notified us in time. You may notify us of errors using the procedures set forth in the Account Documents, or you may contact us by any means identified in Section IV. A customer service representative will respond promptly.

You agree that we may respond to you by electronic mail with regard to any claim of unauthorized Transactions initiated using Electronic Banking. Any such electronic mail we send you shall be considered received not later than three days after the date we send it to you, regardless of whether or not you sign on to Electronic Banking in that time frame.

## **Our Responsibility to You**

We will be responsible for your actual losses if they were directly caused by our failure to:

- Complete a Transaction as properly requested.
- Cancel a Transaction as properly requested.

We will not be responsible for your losses if:

- Through no fault of ours, you do not have enough money in your Online Accounts to complete a Transaction.
- Through no fault of ours, the Transaction would have caused you to exceed your available credit if an overdraft line of credit is tied to the Online Account from which the Transaction is to be completed.
- A Force Majeure Event prevents us from completing a Transaction, despite reasonable precautions we have taken.
- There is a hold on your Account.
- Access to your Account is blocked in accordance with our policy.
- Your funds are subject to legal process or other encumbrance restricting transfer.
- Your Transaction authorization terminates by operation of law.
- You believe someone has accessed your Accounts without your permission and you fail to notify us immediately.
- You have not properly followed the scheduling instructions on how to initiate a Transaction.
- We have received incomplete or inaccurate information from you involving the Account or Transaction.
- We have reasonable basis for believing that unauthorized use of your Account Information has occurred or may be occurring.
- If you default under this Agreement, any Supplemental Agreement, any Loan Agreements, or any other agreement with us.
- If either you or we terminate this Agreement.
- There may be other exceptions stated in this Agreement and in our other agreements with you.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a Transaction, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the Transactions that may not have been completed or to correct Transactions that were improperly completed.

## **Consumer Obligation**

FCB Banks maintains the security and integrity of its servers, software and network connections. However, any computer and /or mobile device that you use to connect to our system(s) must be seen as an integral part of the overall security of Online and Mobile Banking. It is strongly recommended that you access Online and Mobile Banking from a pc or mobile device that has Anti-Virus, Malware, and Firewall protection actively running. Any damages or claims arising from inadequate security of computers, mobile devices and/ or network equipment or software used to access Online and Mobile Banking are solely your responsibility.

FCB does not guarantee that the software provided for mobile banking will work on your device if any modifications or downloads have altered or removed any of your original device settings. FCB will not be responsible for any lost or stolen personal information due to those modifications.

## **Third Party Disclosure**

We will disclose information about your Accounts or the Transactions that you make in accordance with our Privacy Statement. We are not responsible for information shared or disclosed by your mobile carrier and/or applications you have downloaded on your equipment.

## **Fees**

We offer the benefits and convenience of Online Banking, Telephone Banking, and Mobile Banking to you for no monthly fee. However, Mobile Banking fees for optional features will be identified during registration for these services or during their use. We reserve the right to charge for any portion of the Electronic Banking Services as indicated in the fee schedule. Please check with your wireless carrier as standard text messaging and data usage rates may apply.

You agree that all such charges will be deducted from the Account from which a Transaction is initiated. If payment of such charges results in an Overdraft in that Account, you agree that we may transfer funds from any of your Accounts to bring the collected balance in such Account to \$0.00

## **Inactivity / Termination**

You are responsible for complying with all terms of this Agreement and with the terms of the Account Documents that govern your Online Accounts.

If you do not log in to Online Banking or Mobile Banking at least once every twenty four (24) months, you will not be allowed to access Online Banking or Mobile Banking until you sign up for these services as provided in Section II.

**We reserve the right to terminate this Agreement and your use of Electronic Banking in whole or in part at any time and without advance notice to you.**

To cancel your enrollment in Electronic Banking, you must contact us using any method provided in Section IV. When you contact us to cancel your enrollment, please provide your name and address, the service(s) you wish to cancel, and the effective date to stop the service.

## **Exclusion of Consequential Damages and Disclaimer of Liability**

Except as expressly provided herein, we shall not be subject to, and specifically disclaim: (a) any other obligations or liabilities arising out of breach of contract or of warranty, (b) any obligations whatsoever arising from civil claims (including negligence and strict liability or arising under other theories of law with respect to goods sold or services rendered by us, or any undertakings, acts or omissions relating thereto), and (c) all consequential, incidental, and contingent damages whatsoever, including lost profits or revenues, caused by Electronic Banking or the use thereof, or arising in any way out of the installation, use or maintenance of your personal computer hardware, mobile access device, equipment, software, any internet access services, or any other goods or service provided by us under this Agreement.

## **III. Terms and Conditions Applicable to Online Bill Payment/Mobile Bill Payment**

Your use of or enrollment in the Online Bill Payment service constitutes your acceptance of the Electronic Banking Agreement and the Terms and Conditions of the Bill Payment Service.

## **IV. Contact Us**

If you wish to contact us, you may either

- Communicate through our web site.
- Call 1-866-323-4322 (4FCB)
- Write a letter and send it to the following address:  
FCB Banks  
Attention: Customer Service  
2610 N. Illinois St.  
Swansea, IL 62226

Each time you communicate with us, please provide your name and address.