

## **FCB Banks Business Direct Agreement and Disclosure**

This agreement describes your rights and obligations as a Client of the Business Online Banking Cash Management Service referred to as Business Direct. It also describes the rights and obligations of FCB Banks. Please read the Agreement carefully.

### **What This Agreement Covers**

FCB Banks Business Direct service governs the online banking service described herein. Business Direct permits FCB Banks Clients to perform a number of banking functions on accounts linked to Business Direct through the use of a personal computer. For the purpose of this document, “us”, “we”, “our” or “the Bank” shall refer to FCB Banks. “You”, “your” or “Client” shall refer to each person signed up for any bank service provided herein.

### **Accepting the Agreement**

The first time you access any of your accounts through Business Direct you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. When you use Business Direct, or authorize others to use it, you agree to the terms and conditions of this Agreement.

### **Relation to Other Agreements**

Your use of Business Direct may also be affected by your agreements for your deposit and loan accounts. In addition, linking accounts to Business Direct does not change the agreement you already have with us on those accounts. For example, when you use Business Direct to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any limitations on the number of transfers you can make, and for other restrictions which might impact your use of an account within Business Direct.

All requests relating to entries through an Automated Clearing House must be processed by the Client consistent with a separate agreement specifically identifying Automated Clearing House transactions.

Client agrees to comply with any applicable state or federal law in connection with its use of the service and the fulfillment of its obligations under this Agreement. Client acknowledges that the Automated Clearing House system may not be used in violation of, and that entries originated by Client must comply with, the laws of the United States, including sanctions and laws administered by the Office of Foreign Asset Controls. Where a preauthorized debit entry from a consumer’s account varies in amount from the previous debit entry, Client agrees to comply with the notice requirements set forth in the National Automated Clearing House Association Rules, the Electronic Fund Transfer Act, and Regulation E of the Board of Governors of the Federal Reserve System, as applicable. SEE OUR PUBLICATION CALLED “ATM CARD AGREEMENT AND ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT” FOR INFORMATION ABOUT OUR OTHER ELECTRONIC FUND TRANSFER SERVICES.

### **Business Direct Service**

To use Business Direct you need:

- An FCB deposit or loan account
- An Internet Service Provider (ISP) and Internet browsing software; and
- A Business Direct Access ID, Temporary Password, Token and Personal Identification Number (PIN).

Client will be responsible for acquiring, maintaining and operating the computer equipment located at the Client’s premises. The hardware must include related software necessary to communicate with Business Direct. Client will be responsible for all computer hardware, software and communication at its premises.

You may use Business Direct to:

- Transfer funds between your linked FCB deposit accounts.

- View current balance information for your linked FCB checking, money market deposit, savings, and loan accounts.
- Place stop payments.
- Originate ACH payroll or payments.
- Initiate wire transfers to other financial institutions.
- Make deposits via Deposit Express.
- Export your account information to financial management software.
- Make bill payments.

### **Limitations on Services**

**Transfer Limitations** – With respect to money market and savings accounts, Customers may not make more than six withdrawals per statement cycle, consisting of an aggregate total of checks, drafts, and transfers to another FCB account or by ACH. Should Customer exceed the permitted number of withdrawals on an account, Bank may change the account to a demand deposit account.

**Dollar Limitations** – There is a dollar limit of the available balance in the Client’s account on any inter-bank funds transfer including bill payments.

**Timing** – Outgoing wire transfer requests sent to the Bank by 4:00 PM (CST) will be processed the same banking day. Outgoing wire transfer requests sent to the bank after 4:00 PM (CST) will be processed the next banking business day as the Bank is under no same day obligation to act on transactions sent after this deadline. Please refer to your ACH agreement for ACH file origination timing.

**Balance Information** – Balance information obtained through the Services will reflect all credit and debit information as of the end of the previous banking day. The balance figure includes funds that are subject to the Bank’s funds availability policy and may include funds that are not available for immediate withdrawal or transfer. Bank is not obligated to honor transfer. Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for or without cause, and shall have no liability for such refusal. Should any request not be performed by Bank in accordance with instructions received by Client, Bank shall notify Client on or before the next business day of Bank or otherwise by more expeditious means (including telephonic notice).

**Closed Accounts** – Closed accounts will be automatically removed from the Business Direct service 30 calendar days following the date of closure.

### **E-Mail Messages**

Client’s e-mail messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on Client to provide Bank with “written” notice. Furthermore, the e-mail service may not be used to place a Stop Payment on a check.

### **Charges**

Refer to the Business Direct Fee Schedule for monthly service charge information. You should note that depending on what services you utilize within Business Direct other service charges may apply. All charges are subject to change. We will provide notice of change to a charge as required by law.

### **Business Days**

Our business days are Monday through Friday, excluding Bank Holidays.

### **Service Hours**

There may be occasional periods when the system is shut down for routine maintenance, upgrades, or other events beyond our control.

## **Joint Accounts**

When your Business Direct is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your service.

## **Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Business Direct after the effective date of a change, you indicate your agreement with the change.

## **Cancellation**

The Service remains in effect until it is terminated by you or FCB Banks. You may cancel the Service at any time by notifying us of your intent to cancel in writing at FCB Banks, c/o EDP Operations, 2610 N. Illinois Street, Swansea, Illinois 62226. Any account owner may terminate the Service. This cancellation applies only to the Service and does not terminate your FCB Banks accounts. We may terminate your participation in the Service at any time. We will try to notify you in advance, but we are not obligated to do so.

## **Contact by FCB Banks or Affiliated Parties**

No FCB Banks employee or company affiliated with FCB Banks Business Direct Service will contact you via E-mail or phone requesting your Business Direct Service Temporary Password or PIN number. If you are contacted by anyone requesting this information please contact us immediately.

## **Transfer of Funds**

When you schedule a transfer using Business Direct, you authorize FCB Banks to withdraw the necessary funds from your FCB Banks account. You agree that you will instruct FCB Banks to make a withdrawal only when a sufficient balance is or will be available in your checking account at the time of withdrawal. You understand that FCB Banks will not act on any withdrawal instruction from you if sufficient funds are not available in your checking account.

## **Processing and Canceling Transfer of Funds**

To have a transfer processed on the same business day as your Business Direct session, we must receive your instructions prior to the end of our business day (4:00 P.M. Monday through Friday, Central Time). If you schedule a transfer for a future date, we process the transaction at the close of business on that date, if it's a business day. If the date on your request is not a business day, or if we receive your instruction after 4:00 P.M. CST on the Scheduled Initiation Date, we will process the transaction on our next business day. You may cancel a transfer transaction up to the date you scheduled it for processing (i.e., the Scheduled Initiation Date). We must receive your instructions to cancel prior to the end of our business day on the Scheduled Initiation Date (i.e., 4:00 P.M. CST).

## **Contact In the Event of Unauthorized Transactions**

If you believe your Business Direct Access ID, Temporary Password, Token or Pin Number has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call Customer Service at 1-866-323-4322 (4FCB).

## **Consumer Liability in Case of Unauthorized Transactions**

Tell us AT ONCE if you believe your Business Direct Access ID, Temporary Password, Token or Pin Number has been lost or stolen. The best way to minimize your loss is to call us immediately. You could lose all of your money in your accounts. If you tell us within two business days after you learn of an unauthorized transaction, you can lose no more than \$50 if someone used your Business Direct Access ID, Temporary Password, Token or Pin Number without your permission. Also if your statement shows transactions you didn't perform, tell us at once. If you don't tell us within 60 days after the statement is mailed to you, you may not get back any of the money you lost, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time

periods. If you give someone your Business Direct Access ID, Temporary Password, Token or Pin Number, you are authorizing that person to use the service on your behalf, and you are responsible for all transactions the person performs. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Business Direct session and close your browser to ensure confidentiality.

### ***Provisions Applicable to Non-Business Accounts Only***

In case of Errors or Questions about Your Electronic Transactions

Call us at 1-866-323-4322 (4FCB), or write us at FCB Banks, c/o EDP Operations, 2610 N. Illinois Street, Swansea, Illinois 62226, as soon as you can if you believe:

- Your statement or transaction record is wrong, or
- You need more information about a transaction listed on the statement,

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing within ten business days. When you contact us, please provide the following information:

- Your name and account number,
- Dollar amount of the transaction in question,
- Description of the transaction you are unsure of.

Please explain as clearly as you can why you believe there is an error or why you need more information. We will determine whether an error occurred within ten business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we credit your account within ten business days for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing, and we don't receive it within ten business days, we may not credit your account. We will tell you the results within three business days after we complete our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

### **Client Responsibility**

FCB Banks maintains the security and integrity of its servers, software and network connections. However, any computer your business uses to connect to our system(s) must be seen as an integral part of the overall security of Business Direct. It is strongly recommended that you purchase and maintain commercial Anti-Virus and Malware protection for any computer in your business that will be used to access Business Direct. The security of computers owned and controlled by your company and its employees is the responsibility of your business. Any damages or claims arising from inadequate security of computers and/or network equipment or software owned or operated by your company is solely your responsibility.

### **Confidentiality**

We will disclose information to third parties about your account or your transactions:

- To comply with a government agency or court orders or with the request of a federal regulator
- If you give us your permission
- On a closed account, if we reasonably believe you have mishandled it

## **Preauthorized Payments**

Right to Stop Payment and Procedures for Doing So – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 1-866-323-4322 (4FCB), or write to us at: FCB Banks, Attn: Customer Service, 2610 N. Illinois Street, Swansea, Illinois 62226 in time for us to receive your request 3 business days or more before the date the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Fees may apply for each stop payment order. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on only one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of that intention.

## **Financial Institution’s Liability for Failure to Complete Transactions**

We will not be liable, for instance:

- If, through no fault of ours, you don’t have enough available funds in your account to cover the transaction or transfer.
- If the Service or terminal wasn’t working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstance beyond our control (such as fire or flood) prevents the transaction or transfer, despite reasonable precautions we’ve taken.
- If there are postal delays or processing delays by the payee.
- If a legal order directs us to prohibit withdrawals from the account.
- There may be other exceptions in our agreement with you.

## **Entire Agreement**

This Agreement contains the entire agreement between Bank and Client with respect to the matters covered herein. No other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.

## **Choice of Law; Attorney’s Fee**

This Agreement is governed by the laws of the State of Illinois. The successful party in any such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney’s fees and costs incurred by it in prosecuting or defending such action.

## **Severability**

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

## **Provisions Applicable to Businesses**

The following subparagraphs A through C apply to electronic funds transfers that are not governed by the Electronic Fund Transfers Act (“EFTA”). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family, or household purposes. In addition, electronic fund transfers through FedWire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA. To the extent the terms of the following subparagraphs A through C are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of the following subparagraphs A through C will control as they apply to electronic fund transfers that are not governed by the EFTA.

### **A. Protecting Your Access Information**

Client is responsible for keeping their Business Direct Access ID, Temporary Password, Token or Pin Number, Account Numbers and Account Data confidential. You agree that FCB Banks 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. You agree to:

- Keep your Business Direct Access ID, Temporary Password, Token and Pin Number secure and strictly confidential, and
- Immediately notify us if you believe your Business Direct Access ID, Temporary Password, Token or Pin Number may have become known to an unauthorized person.

Client assumes all risks associated with disclosure of codes, password or token to its employees. The Client is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. **THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR ACCESS CODES THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** We may suspend or cancel your Business Direct Access ID, Temporary Password, Token or Pin Number even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

#### B. Acknowledgement of Commercially Reasonable Security Procedures

After review of the Services offered by Bank, including those aspects of the Services pertaining to assuring the authenticity of a communication between Client and Bank, Client will notify Bank in the event Client's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Clients fail to notify Bank, Client acknowledges and agrees that the security aspects of the Services are appropriate for Client's needs and will provide Client with a commercially reasonable degree of security against unauthorized use. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions. If a transfer request between your accounts with us or a request for cancellation or amendment of a transfer request received by us purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to us for the amount of the transfer request, even though the transfer request was not authorized by you, provided we acted in compliance with the security procedure referred to in this Agreement (or any other applicable agreement) with respect to the transfer request. If a transfer request or request for cancellation or amendment of a transfer request received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with the procedures, unless you have given us prior notice of possible unauthorized use as described above and we had a reasonable opportunity to act on such notice.

#### C. Your Duty to Notify Us of Error

You agree to notify us promptly:

- Of any discrepancy between your records and the periodic account statements furnished by us to you, or
- If a payment or transfer purportedly made on your behalf or charged to your account was not authorized by you, was erroneous or was executed improperly.

You shall be deemed to have received notice of such an occurrence when you receive actual notice or an account statement furnished in a fashion customary for that account or such other account as was charged for payment indicating:

- The purported payment order or other communication was accepted and acted upon by us, or
- Your account was debited with respect to the payment or transfer, whichever occurs first.

If you fail to notify us within 30 days after you received notice of and unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection

with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to give us notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within (1) year, you shall be precluded from asserting such discrepancy against us.

**Indemnification**

You shall indemnify, defend and hold us harmless from and against any and all loss, liability, cost, charges or other expenses (including reasonable attorney’s fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations here under.

**SCHEDULES ATTACHED HERETO AND MADE APART HEREOF:** (A) Business Direct Security Procedures; (B) Business Direct Authorized Representative Signature Form; (C) Business Direct Charge Plan; (D) FCB Banks Cash Management Support Contact List and (E) FCB Banks Holiday Schedule.

Please carefully read this entire agreement and keep a copy for your records.

*I have read and understand the above Business Direct Agreement and Disclosure.*

*Company Name:* \_\_\_\_\_

*Authorized Signature:* \_\_\_\_\_

*Name and Title (Please Print):* \_\_\_\_\_

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