

# FNB ONLINE BANKING AGREEMENT

**Account Holder:** The First National Bank of Arenzville  
Online Banking Customer

**Financial Institution:** The First National Bank of Arenzville  
110 South Charles  
P.O. Box 19  
Arenzville, IL 62611

## General Description of Agreement

The First National Bank of Arenzville ("FNB") will offer applicant ("Customer") certain Online Banking Services through an Internet based program for banking and information services ("FNB Online" and "FNB Bill Pay"). This agreement is a contract, which establishes the rules governing electronic access to Customers Accounts ("Account") at FNB through FNB Online and FNB Bill Pay. By using FNB Online and FNB Bill Pay, Customer accepts all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of the Customer's Accounts as well as Customer's other agreements with FNB, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

## FNB Online Access Requirements

To use FNB Online and FNB Bill Pay, Customer must have at least one Account at FNB, access to Internet service and the appropriate hardware/software systems. Once FNB has received Customer's request for Online Banking Services, FNB will provide a User ID and Temporary Password. Accounts can be added or deleted from the FNB Online and FNB Bill Pay Application by contacting FNB. FNB undertakes no obligation to monitor transactions via FNB Online to determine that they are made on behalf of the Accountholder.

Joint owners may share a User ID and password or they may have an individual User ID and password at their request. Regardless of whether one or more account holders of a joint account enroll for FNB Online services, each account holder agrees that any account holder has the authority to use the FNB Online banking services.

## Hours of Access

FNB Online can be accessed seven days a week, twenty-four hours a day, although some or all FNB Online services may occasionally not be available due to emergency, technical difficulties or scheduled system maintenance.

## Security

Customer understands the important role in preventing misuse of Accounts through FNB Online and agrees to promptly examine the periodic paper statement or electronic statement for each Account as soon as it is received. For security purposes, Customer is required to change the password upon initial login to FNB Online. Customer determines what password will be used and the identity of that password is not communicated to FNB. Customer agrees that FNB is authorized to act on instructions received under the Customer's password. Customer accepts responsibility for the confidentiality and security of the password.

## Change in Terms

FNB may change any term of this Agreement at any time. If the change would result in increased fees for any FNB Online service, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, FNB agrees to give at least 30 days notice prior to the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or FNB's electronic funds transfer system. Any required notice of change in terms will be posted on FNB's web site or forwarded to Customer by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or FNB's electronic funds transfer system, FNB will notify Customer of the change in terms within 30 days after the change becomes effective. Customer's continued use of any or all FNB Online services indicates Customer's acceptance of the change in terms. FNB reserves the right to waive, reduce or reverse charges or fees in individual situations. Customer acknowledges and agrees that the applicable deposit agreements and disclosures currently in effect govern changes to fees applicable to specific Accounts.

## Customer Right to Terminate

Customer may cancel FNB Online or FNB Bill Pay service at any time by providing FNB written notice in person, by postal mail or fax. Customer will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

## FNB's Right to Terminate

Customer agrees that FNB may terminate this Agreement: Without prior notice, if there are insufficient funds in any one of Customer's Accounts or a pattern of insufficient funds activity occurs. Note: FNB Online service may be reinstated, at FNB's discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. Upon reasonable notice, for any other reason such as non-usage or inactivity, at the discretion of FNB.

## Periodic Statements

Customer will not receive a separate FNB Online statement. Transfers to and from Accounts using FNB Online will appear on the respective periodic statements of Customer's Account.

## Use FNB Online to:

- Check the balance of listed Accounts
- View and print front and back of paid (cleared) checks and deposit tickets for the past 30 days
- View and print transactions for the past 30 days
- View and print statements for the past 24 months
- Transfer funds between FNB listed Accounts (some restrictions apply).
- Transfer funds as a payment to a loan

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated account without requiring your signature on the item and without notice to you.

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**Transfers**

The numbers of transfers from Accounts are limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts as follows:

**Passbook Savings** – During any calendar month, you may not make more than six withdrawals or transfers to another deposit account of yours or to a third party by means of a preauthorized or automatic transfer (including cash management), telephone order or online banking transfer. If you exceed the transfer limitations, your account will be subject to closure. Although you may have unlimited ATM withdrawals, in person withdrawals and automatic withdrawals to make loan payments at this institution without being subject to closure, FNB does charge a per transaction fee for withdrawals of any type in excess of six per month.

**Preferred Parking MMDA** – During any statement period, you may make three withdrawals with no charge. A per transaction fee will be charged for withdrawals of any type in excess of three. During any statement period, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer (including cash management), telephone order or online banking transfer. If you exceed the transfer limitations, your account will be subject to closure or reclassification by the financial institution.

Transfers initiated through FNB Online before 3 PM (Central Time) each Monday through Friday (“Business Day”), excluding holidays, are posted to the Customer’s Account the same day. Transfers completed after 3 PM, excluding holidays, will be posted on the next Business Day.

If a hold has been placed on deposits made to an Account from which Customer wishes to transfer funds, Customer cannot transfer the portion of the funds held until the hold expires.

Upon completion of a transaction to transfer funds using FNB Online, a confirmation number will be given. You should record this number, along with the scheduled date and transaction amount in your account register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through FNB Online.

**Liability for Failure to Make a Transfer**

If FNB does not complete a transfer to or from Customer’s Account on time or in the correct amount, which Customer has properly instructed, FNB will be liable only for the amount of the funds, which were not transferred. However, there are some exceptions for which FNB will NOT be liable:

If sufficient available funds are not in the Account to make a transfer.

If a legal order directs FNB to prohibit withdrawals from the Account.

If the Account is closed, or if it has been frozen.

If the transfer would cause the balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.

If Customer, or anyone authorized by Customer, commits any fraud or violates any law or regulation.

If any electronic terminal, telecommunications device, or any part of the FNB Online electronic funds transfer system is not working properly when the attempt to initiate the transfer was made and Customer reasonably suspected that there was a problem or that the transfer might not have been initiated, but FNB was not notified.

If the on-screen instructions were not properly followed for using FNB Online or a transaction confirmation screen was not received.

If circumstances beyond FNB’s control (such as fire, flood interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions taken by FNB.

If you negligently or intentionally share your ID and password, or you do not report immediately any known theft of your ID and password, leading to unauthorized access to accounts.

If you leave your computer unattended in the middle of a banking session that results in unauthorized access to your accounts.

If you do not sign off after completing your banking session before visiting other Internet sites.

**FNB Bill Pay**

Customers may choose to use FNB Bill Pay to make one-time or recurring payments online to companies or individuals (Payees). Bill payments made through FNB Bill Pay are processed in one of two ways:

**Electronic Transmission** – Payments made electronically (Payee available on data base) are processed the same business day if the request is made before 2 PM (Central Time) excluding holidays and weekends or on the date scheduled and require a lead-time of three to five business days before the due date. Payments made electronically will be deducted from the Account on the process date.

**Paper Check** – Payments made by check are processed the same business day if the request is made before 2 PM (Central Time) excluding holidays and weekends and require a lead-time of seven to ten business days before the due date. Payments made by paper check online will be deducted from the Account when the check is presented for payment.

Payments initiated through FNB Bill Pay which would result in an overdraft of Customer’s Account, may at FNB’s discretion be returned as unpaid and the Customer may incur the assessment of applicable return check fees pursuant to the terms of the deposit agreement for that Account. In the event that FNB opts to pay, Customer may incur the assessment of applicable overdraft charges pursuant to the terms of the deposit agreement for that account.

**Stop Payment Requests**

Customer may initiate stop payment requests via FNB Online only for paper checks written on Customer’s FNB Accounts. ACH Stop Payments are NOT allowed online.

The stop payment must precisely identify the name of the payee, the check number and the amount and date of the check. The stop payment must be printed and given to FNB in person, by mail or by fax within 14 days. Customer will incur stop payment charges as per the terms of the deposit agreement for that Account.

A stop payment request will expire and become null and void six months from the date received, unless revoked or released prior to that time or unless renewed for additional periods of time. Reasonable notification of stop payment must be given to FNB prior to the item being presented (three days). Customer agrees to hold FNB

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(Continued)**

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harmless and indemnify it against any loss, expense or cost incurred resulting from FNB's refusal to pay any item upon which Customer places a stop payment request.

**In Case of Errors or Questions**

**Refer to Regulation E Disclosure Statement provided with this agreement.**

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