

# Bradford National Bank

## INTERNET BANKING AGREEMENT AND DISCLOSURE

### Introduction

This Internet Banking Agreement and Disclosure ("the Agreement") governs your use of the Internet Banking Services of Bradford National Bank. By using our Internet Banking Services, you agree to all of the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

### Definitions

*You or Your-* The person(s) subscribing to or using Internet Banking. *We, Us, or Our-* Refers to Bradford National Bank. *Business Day* - Any calendar day other than Saturday, Sunday, or any holidays recognized by us. *Business Day Cut-Off-* For posting purposes, the bank will process all transactions completed by 3:00PM Central Time on that business date. Transactions completed after 3:00PM, including transfers, will be processed on the following business day.

Privacy Statement - We understand how important privacy is to our customers. We have taken steps to insure your privacy for your personal and financial dealings with us. Our customer privacy statement can be obtained on our website at <http://www.bradfordbank.com> or at any of our banking locations.

### About Internet Banking

Our Internet Banking consists of an online banking website that provides a complete array of financial services to our customers. This website has security features not found on our publicly accessible website. E-mail sent via the Internet Banking website will be protected. Requests e-mailed from the Internet Banking website may contain confidential information.

The Internet Banking system that is accessible by our customers over the Internet may consists of:

- Account inquiries and balances
- Up to 24 months of historical transactions
- Secure E-mails
- Transaction Downloads
- Accounts transfers
- Secure Applications
- View Detailed transactions
- Electronic Statements (a separate application must be completed to be enrolled in this service)
- Online Check images
- Payments to our loan accounts
- E-Alerts
- Recurring or automatic transfers

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Occasional payments
- Recurring payments

### Electronic Delivery of Disclosures

By accepting the terms of this Internet Banking Agreement and Disclosure, you certify that you are able and willing to accept disclosures and / or documents electronically, as follows.

We may offer periodic statements and certain other disclosures or documents in electronic format to our online banking customers- Other disclosures that we may send you in the future includes but is not limited to: deposit account disclosures (such as this Internet Banking Agreement), changes in account terms and fees, and privacy notices. We may also send you email correspondence or electronic messages on the Internet banking Web site regarding resolution of problems in your account. We may provide periodic statements and other disclosures in e-mail attachments or we may send you an e-mail that tells you where these disclosures can be viewed on our website.

- You have a right to receive any of our disclosures and records in paper format.
- You can withdraw consent to electronic delivery at any time; however, additional fees may apply and certain products and services may be limited, Please refer to the description of our deposit accounts and service charges to determine which fees may apply. If you have any questions, about products available, fees and service charges, please contact us (618) 664-2200 or via e-mail ([info@bradfordbank.com](mailto:info@bradfordbank.com)).

To withdraw consent to electronic delivery you can:

1. Send us an e-mail at [info@bradfordbank.com](mailto:info@bradfordbank.com)
2. Call us at (618) 664-2200
3. Inform us in person at any of our banking locations; or
4. Send us a letter via U.S. mail to:  
Internet Banking Department  
Bradford National Bank  
100 E. College Ave  
Greenville, IL 62246

Be sure to identify yourself and your accounts that you want withdrawn from electronic delivery authorization. Prior to acceptance of electronic delivery of disclosures and/or documents, you should verify that you have the required hardware and software to access and retain them. You will need a:

1. Computer with an Internet browser that's Secure Socket Layer (SSL) compliant
2. Printer or storage medium for retention of the disclosures and/or documents, such as a hard drive. Retention may be electronic so long as the electronic record accurately reflects the information set forth in the disclosures and/or documents

If we revise hardware and software requirements to access and retain electronic disclosures, we will notify you of these changes and provide you a notice of your right to withdraw consent to electronic disclosure without the imposition of any fees.

### **Virus Protection**

We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from detects or malfunctions of the financial software.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Log-On Security**

Security is very important to the Internet Banking system. At the time you request the service, you will be assigned a unique 'User ID' and a temporary 'Password' that will be used to gain access to the system. Prior to activation, we will verify your identity and authorization to information associated with the account(s) that you requested tied to the service.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on.

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. Keep your Password safe. Memorize your Password and never tell it to anyone, You may consider changing your Password occasionally, such as every 90 days.

### **User ID and Password Security**

You agree to exercise reasonable care to safeguard your User ID and Password. It is your responsibility. Reasonable care includes, but is not limited to: not storing or writing any of this information with or on your computer, (do not write your Password down in your purse, wallet or in a computer file), and not allowing other individuals to conduct transactions using your User ID or Password. If this happens, you should request a new one to prevent unauthorized use.

Bradford National Bank is aware of the problems of identity theft and phishing. To help prevent our customers from falling victim to these, we will not request your password via email or phone. If your username and password are requested of you in this manner, please contact the main office of Bradford National Bank immediately, since you may be the target of phishing or some other identity theft scam.

### **Accounts**

You may request to access any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more 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 system.

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 User ID and Password are authorized unless we have been notified to cancel the service. Each joint account holder should have their own unique user ID and Password.

If your account has multiple parties who have the authority to withdraw funds, and you remove any of them from your account, you should notify the Internet Banking department at once to terminate that person's authority from Internet Banking.

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

### **Cancellation of Internet Banking**

Your Internet Banking may be canceled at any time by us, 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. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call our Internet Banking department listed below in the Errors and Questions section,

### **Balance Inquiries, Bill Payments and Transfers Limitations**

You may use Internet Banking to check the balance of your accounts, to transfer funds among your accounts and to view check images. Money Market Accounts and Savings Accounts are subject to Federal Reserve Regulation D, which permits no more than six debits or transfers per statement cycle to another account of yours with us or to a third party. These transfers may be by means of pre-authorized or automatic transfer or telephonic agreement, but no more than three of the six may be by check, ATM/debit card or draft payable to a third parties. Transactions not within these limitations may result in the closure of your account. There are no limits to the number of transfers or bill payments from your Checking Account(s).

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact our Internet Banking department.

### **Our Liability for Failure to Make Transfers**

It is our responsibility to process all transfers properly initiated through the Internet Banking system in accordance with this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, neither we nor the Service Provider will be liable if:

1. Funds are not showing on the systems available balance in your account that is to pay for the transfer at the time of transaction.
2. Funds are subject to legal processor other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
5. Other applicable laws and/or regulations exempt us from liability.

### **Notice of Your Rights and Liabilities**

Tell us AT ONCE if you believe your User ID or Password have been compromised, lost, stolen or used without your authorization. You could lose all the money in your Account. Telephoning us at the number listed below is the best way of limiting your possible loss.

If you tell us within two business days, you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss, theft or compromise of your User ID or Password and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, tell us AT ONCE if your statement shows transfers that you did not make or authorize. If you do not tell us within 60 days after that statement was mailed to you, you may not get back any money you lost after the 60 days 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 believe that someone has transferred or may transfer money from your account without permission, call or

write us at the telephone number or address listed in this disclosure.

### **Errors and Questions**

In cases of errors or questions concerning transactions completed with Internet Banking (including Bill Pay), do one of the following, as soon as possible:

1. Telephone our Internet Banking Department
2. Write to Internet Banking Department;
3. Initiate a payment inquiry on your PC through e-mail.

In cases of errors or questions concerning transactions other than those above. do one of the following, as soon as possible:

4. Telephone Customer Service
5. Write to Customer Service
6. Initiate an inquiry on your PC through e-mail to [info@bradfordbank.com](mailto:info@bradfordbank.com)

We must hear from you within 60 days after we sent you the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and User Access ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Please include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction
4. Tell us the amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. We may take up to 20 business days if the transfer involved a new account. (An account is considered new for 30 days after the first deposit is made, if you are a new customer.) If we need more time, however, we may take up to 45 days (90 days if the transfer was not initiated within a state or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days (20 business days if the transfer involved a new account), we may not credit your Account.

We will notify you of the results of our investigation within 3 business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of the documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

If you have inquiries regarding your account, please contact us at:

Bradford National Bank  
100 E College Ave  
Greenville, IL 62246

**BUSINESS DAYS:** Monday, Tuesday, Wednesday, Thursday and Friday.  
Holidays are not included.

**PHONE:** (618)664-2200

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

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at Least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.

5. Where otherwise required or permitted under state or federal laws and/or regulations.

#### **Termination**

You may terminate the use of Internet Banking by contacting us in writing by mail, e-mail sent through the Internet Banking website, or personal delivery to us. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

#### **Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND BY THE INTERNAL LAWS (BUT NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS TO THE EXTENT APPLICABLE AND BY REGULATIONS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER US.

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

#### **Amendments**

Unless applicable law requires otherwise, this Agreement may be amended by us at any time by notice mailed to you at your last address known to us, or via electronic mail to your last e-mail address known to us, to be effective not less than 30 days after the date mailed. If you do not want to be bound by the amendment, you have the right to terminate the Account before the effective date of the amendment. Either you or we may terminate this Agreement at any time without notice to the other. This Agreement will continue to govern matters relating to your Account whether such matters arise before or after termination.

Conflict with Clearing House Association Rules.

If the terms of the Agreement conflict with the rules or operating guidelines of any clearing house association of which we are a member, the rules and operating guidelines of such clearing house association shall govern for all purposes.

#### **Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s).

In the event of a dispute regarding your Account, we will try to resolve this disagreement with you by looking to this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement will control. In the event of any disagreement hereunder or if conflicting demands or notices are made upon us relating to this Agreement, we may, at our discretion, refuse to comply with any claims or demands, or refuse to take any other action hereunder with regard to the subject matter of dispute so long as such dispute continues, and we may, at our discretion, pay the balance of the Account into the Registry of the Court for a judicial determination, and the parties with conflicting claims agree to pay our court costs and attorney's fees and, in any such event, we shall not become liable to any person for failure or refusal to act or for the dishonor or refusal of any items presented for payment. For the purposes of this paragraph, this Agreement shall include any written agreement between you and us relating to electronic funds transfer, to the extent such agreement relates to an Account subject to this Agreement.

Your use of Internet Banking is considered your acceptance of these terms and conditions.